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APPLIANCES4LESS MIAMI INC.

**UNITED STATES DISTRICT COURT**

**CENTRAL DISTRICT OF CALIFORNIA – WESTERN DIVISION**

APPLIANCES4LESS MIAMI INC. a  
Florida corporation, individually and on  
behalf of all others similarly situated,

Plaintiff,

vs.

FL HAPPY APPLIANCES INC., a Florida  
corporation; FRONTIER INVESTMENT  
GROUP LLC, a California limited liability  
company; QG A4L INC., a Nevada  
corporation; JIAHUA ZHANG, an  
individual; MENG XIANGZHEN, an  
individual; WEIJUN JIANG, an individual;  
and DOES 1 through 50, inclusive,

Defendants.

Case No.:

**COMPLAINT FOR:**

1. Fraudulent Inducement
2. Fraud and Deceit (18 U.S.C. § 1341  
– Mail Fraud; 18 U.S.C. § 1343 –  
Wire Fraud)
3. Breach of Contract
4. False Advertising and  
Misrepresentation under the Lanham  
Act (15 U.S.C. § 1125(a))
5. Violation of California Franchise  
Investment Law (Cal. Corp. Code §  
31000 et seq.)
6. Unfair Competition (Cal. Bus. &  
Prof. Code § 17200 et seq.)
7. Negligent Misrepresentation
8. Unjust Enrichment
9. Rescission Based on Fraud (Cal. Civ.  
Code § 1689)

**DEMAND FOR JURY TRIAL**

Complaint Filed:

Plaintiff Appliances4Less Miami Inc. (“Plaintiff”), by and through its undersigned  
counsel, alleges as follows:

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**INTRODUCTION**

1  
2 1. This action arises from a calculated, multi-state scheme orchestrated by  
3 Defendants to fraudulently market, sell, and enforce franchise relationships under the  
4 guise of "distribution" or "licensing" agreements to evade federal and California franchise  
5 disclosure laws.

6 2. In reliance on misrepresentations and unlawful omissions by Defendants,  
7 Plaintiff paid more than \$92,000 to acquire what was marketed and sold as an "exclusive  
8 franchise" to operate the "Appliances4Less" brand in specified counties within Florida.

9 3. Defendants never delivered the promised exclusive products or operational  
10 support, nor did they provide the required Franchise Disclosure Document ("FDD") as  
11 required by federal and California franchise laws. Instead, they induced payment through  
12 false promises of exclusivity, brand systems, and product lines.

13 4. Key communications included WeChat messages sent between October 15  
14 and November 5, 2022, in which Jiang and Zhang used the term "franchise fee" and  
15 attached population-based pricing tables for Miami-Dade, Broward, and Palm Beach  
16 Counties.

17 5. Plaintiff signed what was labeled as a "Trademark License Agreement" and  
18 "Distribution Agreement" on November 7, 2022. These agreements, while not labeled as  
19 franchise contracts, contained the hallmarks of a franchise relationship: fees, brand  
20 control, and required conformity to brand systems.

21 6. Defendants masked their illegal franchise offering under sham "distribution"  
22 or "licensing" agreements, while maintaining total operational control and extracting  
23 population-based fees — hallmarks of a de facto franchise.

24 7. After Plaintiff demanded a refund and raised legal objections, Defendants  
25 retaliated by cutting off product supply and terminating Plaintiff's access to brand  
26 systems, further illustrating the coercive and centralized control typical of a franchise  
27 model.

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1 8. Plaintiff now seeks rescission, restitution, compensatory and punitive  
2 damages, and injunctive relief.

3 **JURISDICTION AND VENUE**

4 9. This Court has original jurisdiction under 28 U.S.C. § 1331 based on federal  
5 questions arising under 18 U.S.C. §§ 1341 and 1343, and the Lanham Act, 15 U.S.C. §  
6 1125.

7 10. This Court has supplemental jurisdiction over related state law claims  
8 pursuant to 28 U.S.C. § 1367.

9 11. Venue is proper under 28 U.S.C. § 1391(b) because several Defendants  
10 reside in this District and a substantial part of the events giving rise to the claims occurred  
11 within this District. Venue is also proper because certain Defendants expressly agreed to  
12 jurisdiction and venue in California through forum selection clauses contained in the  
13 agreements at issue.

14 **THE PARTIES**

15 12. Plaintiff APPLIANCES4LESS MIAMI INC. ("Plaintiff") is a Florida  
16 corporation operating retail appliance stores in Miami-Dade, Broward, and Palm Beach  
17 Counties.

18 13. Plaintiff is informed and thereon believes and alleges Defendant FL HAPPY  
19 APPLIANCES INC. ("FL Happy") is a Florida corporation and acted as the purported  
20 seller of exclusive territory rights under the "Appliances4Less" brand within the state of  
21 Florida.

22 14. Plaintiff is informed and thereon believes and alleges Defendant FRONTIER  
23 INVESTMENT GROUP LLC ("Frontier Investment") is a California limited liability  
24 company that exercised managerial, financial, and operational control over FL Happy and  
25 the nationwide implementation of the "Appliances4Less" business model.

26 15. Plaintiff is informed and thereon believes and alleges Defendant QG A4L  
27 INC. ("QG") is a Nevada corporation and the registered owner of the "Appliances4Less"  
28 trademark, although it was used to enforce franchise-style rights without disclosure.

1           16. Plaintiff is informed and thereon believes and alleges Defendant WEIJUN  
2 JIANG (“Jiang”) is a resident of California and a principal of both Frontier Investment  
3 and QG. Jiang personally led franchise solicitation and executed relevant agreements  
4 with Plaintiff.

5           17. Plaintiff is informed and thereon believes and alleges Defendants JIAHUA  
6 ZHANG (“Zhang”) and MENG XIANGZHEN (“Xiangzhen”) are Florida residents who  
7 acted as agents of FL Happy and participated in promotion, the execution, and  
8 enforcement of the fraudulent agreements.

9           18. Plaintiff is informed and believes, and based on such information and belief  
10 alleges, that each of the Defendants, including DOES 1 through 50, conspired with, aided  
11 and abetted, acted in concert with, were agents and alter egos of, and/or otherwise  
12 participated in the wrongful acts described herein, and that each Defendant acted within  
13 the course and scope of such conspiracy, agency, and relationship. At all relevant times,  
14 each Defendant was acting on behalf of and in concert with the other Defendants. Each  
15 Defendant is responsible for the acts and omissions of the others as a result of their  
16 common enterprise, conspiracy, and mutual agency.

17           19. Plaintiff is further informed and believes that there exists a unity of interest  
18 and ownership between the corporate Defendants and the individual Defendants, such that  
19 any distinction between them has ceased to exist and recognition of their separate  
20 existence would promote injustice and permit the commission of fraud. The corporate  
21 entities, including FL Happy, Frontier, and QG, were inadequately capitalized, used as  
22 mere shells for personal dealings, and were dominated and controlled by the individual  
23 Defendants for their personal benefit. Plaintiff therefore alleges that the corporate veil  
24 should be pierced and the individual Defendants held personally liable for the acts and  
25 obligations of the corporate entities.

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20. Plaintiff is further informed and believes and based upon such information and belief alleges that Defendants designated as DOES 1 through 50, inclusive, are individuals and/or entities who are in some manner legally responsible for the events and happenings alleged herein, and that each such fictitiously named Defendant engaged in conduct giving rise to the claims asserted. Plaintiff will amend this Complaint to insert the true names and capacities of such Defendants when they are ascertained.. Their true identities will be amended when discovered. Their true identities will be amended when discovered.

### **GENERAL FACTUAL ALLEGATIONS**

21. In October 2022, Defendants began soliciting Plaintiff through WeChat, YouTube, and other media platforms. They represented the opportunity as an “exclusive franchise” under the “Appliances4Less” brand. A true and correct copy of some of the solicitations Plaintiff received from Defendants are attached hereto as “**Exhibit 1.**”

22. Defendants claimed that Plaintiff would receive brand rights, supply control, ERP system access, and operational support in exchange for territory fees based on county population.

23. These fees — totaling \$92,524.97 — were calculated using a formula common in franchise structures and explicitly referred to as “franchise fees” in internal emails and messages. The agreement stipulated that Plaintiff would receive exclusive distribution rights in three Florida counties, with an “authorization fee” calculated based on population:

- Miami-Dade County: \$40,847.97
- Broward County: \$29,295
- Palm Beach County: \$22,382

**Total: \$92,524.97**

24. The calculation method was based on population × \$0.015 per person, a typical franchise fee model based on geographic territory.

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1        25. Plaintiff relied on these representations and executed agreements with  
2 Defendants in November 2022. These agreements were labeled “Trademark License” and  
3 “Distribution Agreement” but mirrored franchise agreements in structure and substance.  
4 A true and correct copy of the Trademark License is attached hereto as “**Exhibit**  
5 **2.**” A true and correct copy of the Distribution Agreement for the three regions—Miami  
6 Dade, Broward, and Palm Beach are attached hereto as “**Exhibit 3,**” “**Exhibit 4,**” and  
7 “**Exhibit 5,**” respectively.

8        26. After signing the agreements in October 2022, Plaintiff made substantial  
9 payments. On November 6, 2022, Defendant Meng Xiangzhen sent an email demanding  
10 the remaining balance of \$11,191. In that collection email, Meng explicitly referred to  
11 the amount as a “franchise fee,” which serves as key evidence of Defendants’ own  
12 characterization of the payment and true nature of the agreement. A true and correct copy  
13 of that email is attached hereto as “**Exhibit 6.**”

14        27. Plaintiff completed the full payment of \$92,524.97 to Defendants on  
15 February 13, 2023.

16        28. At no point did Defendants provide a Franchise Disclosure Document  
17 (FDD), as required under the Federal Franchise Rule (16 C.F.R. § 436) and California  
18 law.

19        29. Plaintiff never received the promised exclusive product lines (e.g., TOP  
20 AIR), was denied access to brand systems, and was excluded from communication  
21 platforms used by other “franchisees.”

22        30. After raising concerns and demanding a refund, Defendants retaliated by  
23 cutting off supply, threatening Plaintiff with litigation, and issuing a termination letter.  
24 This formal termination letter was issued on May 30, 2025, by Defendants, through their  
25 counsel, purporting to sever all contractual ties with Plaintiff. This letter was sent shortly  
26 after Plaintiff made repeated demands for a refund and raised objections to Defendants’  
27 illegal franchise practices. The timing and content of the letter strongly suggest retaliatory  
28 intent. It attempts to shift liability, intimidate Plaintiff’s business into silence, and



1 terminate contractual rights under the pretense of minor alleged breaches. This letter is  
2 cited as evidence of Defendants' coercive and bad-faith behavior and further supports  
3 Plaintiff's claims for fraud and breach of contract. A true and correct copy of the  
4 termination letter is attached hereto as "**Exhibit 7.**"

5 31. Plaintiff is informed and thereon believes and alleges the franchise model  
6 remains in use nationwide and continues to be advertised on websites, YouTube, and  
7 ethnic community platforms despite Defendants' failure to register or disclose properly.

8 32. Plaintiff has suffered substantial financial harm, including sunk costs,  
9 operational losses, reputational damage, and lost business opportunities.

10 33. Defendants continuously promoted the "TOP AIR" product line as an  
11 exclusive brand available only through their franchise program. This representation was  
12 included in both marketing materials and written communications. However, Plaintiff  
13 never received any "TOP AIR" products during the entire course of the business  
14 relationship. The absence of delivery confirms that the brand was fraudulently advertised  
15 as a key feature of the franchise opportunity. This misrepresentation further supports  
16 Plaintiff's claims for fraudulent inducement, breach of contract, and rescission.

17 **FIRST CAUSE OF ACTION**

18 **(Fraudulent Inducement – Against All Defendants)**

19 34. Plaintiff incorporates by reference all preceding paragraphs as though fully  
20 set forth herein.

21 35. Defendants, individually and collectively, made material representations to  
22 Plaintiff that it was purchasing an exclusive, lawful franchise opportunity supported by  
23 brand rights, operational systems, and supply access.

24 36. Defendants further represented that Plaintiff would receive exclusive  
25 product lines, business development support, and proprietary systems access, and that the  
26 required payment was a legitimate franchise fee.

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1 37. These representations were false and known by Defendants to be false at the  
2 time they were made, or were made recklessly and without regard for the truth.

3 38. Plaintiff justifiably relied on these representations in entering into the  
4 agreements and paying over \$92,000 in franchise fees.

5 39. As a direct and proximate result, Plaintiff suffered financial losses,  
6 reputational harm, and lost business opportunities. Defendants' retaliatory termination  
7 letter dated May 30, 2025, issued after Plaintiff's refund requests and objections, is further  
8 evidence of Defendants' fraudulent intent and coercive conduct, thereby compounding  
9 Plaintiff's damages and confirming the pattern of deception alleged herein.

## 10 **SECOND CAUSE OF ACTION**

11 (Fraud and Deceit, 18 USC §§1341, 1343 – Against All Defendants)

12 40. Plaintiff incorporates by reference all preceding paragraphs as though fully  
13 set forth herein.

14 41. Defendants used mail, interstate wire communications, and online platforms  
15 to disseminate false and fraudulent representations in furtherance of a scheme to defraud  
16 Plaintiff and similarly situated persons.

17 42. The use of email, WeChat, and online media in connection with the  
18 solicitation and collection of franchise fees constitutes predicate acts of mail and wire  
19 fraud under 18 U.S.C. §§ 1341 and 1343.

20 43. As a result of Defendants' fraudulent scheme and use of these  
21 communications, Plaintiff suffered damages in excess of \$92,000 and seeks treble  
22 damages where allowed.

## 23 **THIRD CAUSE OF ACTION**

24 (Breach of Contract – Against Defendant FL Happy Appliances Inc. and Does 1-50)

25 44. Plaintiff incorporates by reference all preceding paragraphs as though fully  
26 set forth herein.

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1 45. Plaintiff entered into written agreements with Defendants, including but not  
2 limited to a Trademark License Agreement and Regional Distribution Agreement, in  
3 exchange for exclusive rights and services.

4 46. Plaintiff fully performed by tendering all required payments.

5 47. Defendants breached these agreements by failing to provide exclusive  
6 products, systems access, and operational support, and by unilaterally terminating the  
7 relationship.

8 48. As a result, Plaintiff suffered monetary damages, including being deprived  
9 of promised exclusive products like TOP AIR, coerced termination, and reputational  
10 harm, business disruption, and operational losses.

11 **FOURTH CAUSE OF ACTION**

12 (False Advertising and Misrepresentation under the Lanham Act – Against All  
13 Defendants)

14 49. Plaintiff incorporates by reference all preceding paragraphs as though fully  
15 set forth herein.

16 50. Defendants engaged in commercial advertising and promotion using false  
17 and misleading statements about the nature, origin, and exclusivity of their franchise  
18 offerings and products.

19 51. These misrepresentations were likely to deceive and in fact did deceive  
20 Plaintiff and the consuming public.

21 52. Plaintiff was damaged by these false statements and seeks monetary relief  
22 and injunctive relief under 15 U.S.C. § 1117.

23 **FIFTH CAUSE OF ACTION**

24 (Violation of California Franchise Investment Law CA Corporations Code §31000 et  
25 seq. - Against All Defendants)

26 53. Plaintiff incorporates by reference all preceding paragraphs as though fully  
27 set forth herein.

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1 54. Defendants offered and sold what was in substance a franchise without  
2 registering with the California Department of Financial Protection and Innovation or  
3 providing a Franchise Disclosure Document (FDD), in violation of Cal. Corp. Code §  
4 31110.

5 55. Plaintiff is entitled to rescission and damages under Cal. Corp. Code §§  
6 31300 and 31302.

7 **SIXTH CAUSE OF ACTION**

8 (Violation of Unfair Business Practices Act Business & Professions Code §17200, et  
9 seq. – Against All Defendants)

10 56. Plaintiff incorporates by reference all preceding paragraphs as though fully  
11 set forth herein.

12 57. Defendants engaged in unfair, unlawful, and fraudulent business practices  
13 including unregistered franchise sales, misrepresentation of product rights, coercive  
14 contract terms, and retaliation.

15 58. These acts violated public policy, including the calculated retaliation against  
16 Plaintiff following objections to unlawful practices, and caused actual injury to Plaintiff.  
17 Plaintiff seeks injunctive relief and restitution under § 17203.

18 **SEVENTH CAUSE OF ACTION**

19 (Negligent Misrepresentation – Against All Defendants)

20 59. Plaintiff incorporates by reference all preceding paragraphs as though fully  
21 set forth herein.

22 60. Defendants made false statements of material fact regarding the nature of the  
23 business model, supply rights, support services, and legal compliance.

24 61. Defendants failed to exercise reasonable care in making these  
25 representations, on which Plaintiff reasonably relied.

26 62. Plaintiff suffered damages as a direct result. The May 30, 2025 termination  
27 letter, issued immediately after Plaintiff's demand for refund and objections to franchise  
28

1 violations, exemplifies Defendants' failure to act with due care and evidences their  
2 misleading conduct.

3 **EIGHTH CAUSE OF ACTION**

4 **(Unjust Enrichment – Against All Defendants)**

5 63. Plaintiff incorporates by reference all preceding paragraphs as though fully  
6 set forth herein.

7 64. Defendants received substantial financial benefit by collecting fees from  
8 Plaintiff while failing to deliver the promised goods, services, or rights.

9 65. It would be inequitable for Defendants to retain these ill-gotten gains.  
10 Plaintiff seeks restitution and disgorgement.

11 **NINTH CAUSE OF ACTION**

12 **(Unjust Enrichment – Against All Defendants)**

13 66. Plaintiff incorporates by reference all preceding paragraphs as though fully  
14 set forth herein.

15 67. Plaintiff entered the agreements as a result of fraud, mistake, and  
16 misrepresentation.

17 68. Under Cal. Civ. Code § 1689, Plaintiff is entitled to rescind the contracts and  
18 seek restoration of the consideration tendered, together with damages caused by the fraud.

19 69. Plaintiff has made demands to rescind, which Defendants have refused.

20 70. Plaintiff seeks judicial rescission, restitution, and all other relief warranted  
21 by equity. The termination letter and Defendants' refusal to honor the promised products  
22 and services, such as the exclusive TOP AIR line, underscore the fraudulent inducement  
23 warranting rescission., restitution, and all other relief warranted by equity.

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**PRAYER FOR RELIEF**

WHEREFORE, Plaintiff respectfully requests judgment against Defendants, jointly and severally, as follows:

1. For rescission of all contracts procured by fraud and in violation of franchise laws;
2. For restitution of \$92,524.97 and additional compensatory damages to be proven at trial;
3. For punitive damages pursuant to California Civil Code § 3294;
4. For injunctive relief pursuant to Fed. R. Civ. P. 65, including an order enjoining unlawful franchise solicitations;
5. For declaratory relief that the agreements constituted an unlawful unregistered franchise;
6. For accounting and disgorgement of all franchise fees collected by Defendants;
7. For treble damages as provided by law;
8. For attorneys' fees and litigation costs as permitted by statute or contract; and,
9. For such other and further relief as the Court deems just and proper.

DATED: June 19, 2025

**VON ESCH LAW GROUP, ALC**

By: /s/ David Luu

Robert A. von Esch IV, Esq.

David V. Luu, Esq.

Attorneys for Plaintiff,

APPLIANCES4LESS MIAMI INC.

**DEMAND FOR JURY TRIAL**

Plaintiff hereby demands a trial by jury on all issues so triable.

DATED: June 19, 2025

**VON ESCH LAW GROUP, ALC**

By: /s/ David Luu

Robert A. von Esch IV, Esq.

David V. Luu, Esq.

Attorneys for Plaintiff,

APPLIANCES4LESS MIAMI INC.

# EXHIBIT 1



# Appliances 4 Less Franchise ◀



Discover the best deals on quality appliances with Appliances 4 Less. Join us for tips on starting your own franchise and upgrading your home wisely! appliances 4 less franchise, affordable home appliances, starting an appliance franchise

上次更新时间 2025-04-21

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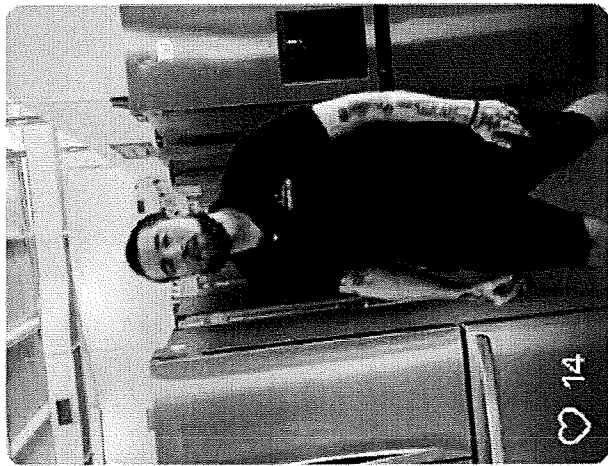


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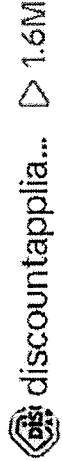


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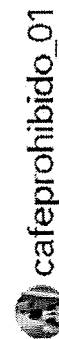


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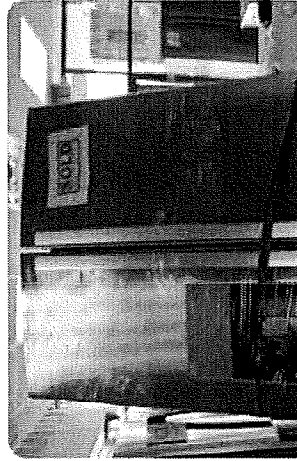


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Appliances4Less



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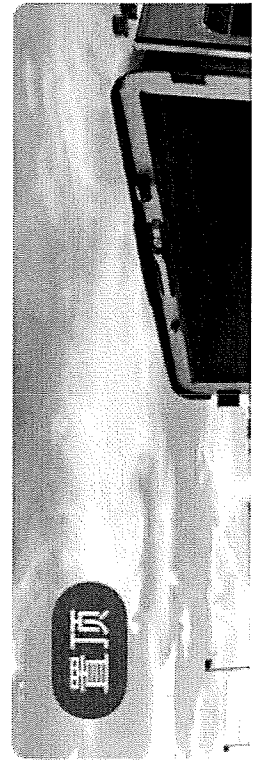
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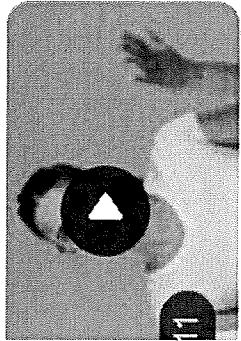
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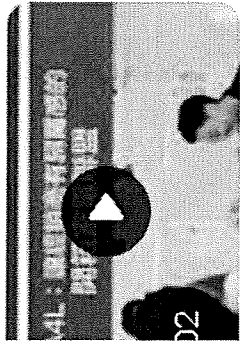
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# EXHIBIT 2

## TRADEMARK LICENSE AGREEMENT

### 商标许可协议

This TRADEMARK LICENSE AGREEMENT (this "Agreement") is made and effective as of 10/28 2022 (the "Effective Date"), by and between QG A4L INC, a Nevada corporation (the "Licensor") and Appliances 4 less miami, a Party organized under the laws of the State of FL ("Company") (each a "party," and collectively, the "parties").

本商标许可协议（本“协议”）于10/28 2022 （“生效日”）生效，由内华达州公司 QG A4L INC （“许可方”）和 Appliances 4 less 一家依据 佛 州法律组织的公司（简称“公司”）（以下简称“一方”，并统称为“各方”）。

### RECITALS 背景陈述

WHEREAS, Licensor is the owner of the trade name "QG A4L," "A4L Appliances4less," and "QG Quality Global" (the "Licensed Mark") and has filed applications to register the marks in the United States of America (the "Territory") for retail services;

鉴于，许可方是商标名称“QG A4L”、“A4L Appliances4less”和“QG Quality Global”（“许可商标”）的所有者，并已申请在美国（“区域”）用于零售服务的商标注册。

WHEREAS, the Company is operating its business as an used appliances retail store located at 3151 SW 160th Avenue, Miramar FL33027 in the State of Florida;

鉴于，公司位于 3151 SW 160th Avenue, Miramar FL33027，在 佛罗里达 州内，经营二手电器零售业务。

WHEREAS, the Company has entered or is entering into an Exclusive Distribution Agreement with Licensor or one of its affiliated warehouse partners (the "Distribution Agreement"), wherein Company acts as Licensor, or its affiliated warehouse partner's exclusive distributor of the products as specified in the Distribution Agreement (the "Product"); and

鉴于，公司已经与许可方或与许可方关联的仓库合作，执行了独家分销协议（“分销协议”），公司将成为许可方或与许可方关联的仓库指定产品（“产品”）的独家分销商；并且

WHEREAS, Company desires to use the Licensed Mark in connection with the operation of its business, and Licensor is willing to permit Company to use the Licensed Mark, subject to the terms and conditions of this Agreement;

鉴于，公司希望在运营中使用许可商标，并且许可方允许公司使用许可商标，但必须遵循本协议中的条款和条件；



NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

据此，以双方当事人在本协议中做出的各类相互承诺和其他良好及有值对价为约因双方兹达成协议如下：

ARTICLE 1.  
LICENSE GRANT

条款 1. 许可商标的授予

- 1.1. License. Subject to the terms and conditions of this Agreement, Licensor hereby grants to Company, and Company hereby accepts from Licensor, a personal, non-exclusive, royalty-free right and license to use the Licensed Mark solely and exclusively as an element of Company's own corporate name or "Doing Business As" name or store name and in connection with marketing services that Licensor may provide to Company. During the term of this Agreement, Company shall use the Licensed Mark only to the extent permitted under this License, and except as provided above, neither Company nor any affiliate, owner, director, officer, employee, or agent thereof shall otherwise use the Licensed Mark or any derivative thereof in the Territory without the prior express written consent of Licensor in its sole and absolute discretion and shall not use the Licensed Mark for any purpose outside the Territory. All rights not expressly granted to Company hereunder shall remain the exclusive property of Licensor.

许可商标。根据本协议的条款和条件，公司接受许可方授予公司的个人的、非排他性的、免版税的权利和许可，在公司名称、“公司经营”名称或商店名称中独立并专门使用许可商标，同时开展相关的市场服务。在本协议期限内，公司应在本许可允许的范围内使用许可商标，除上述规定外，公司或其任何关联公司、所有者、董事、高级职员、雇员或代理人均不得以其他方式使用许可商标，未经许可方事先明确的书面同意，许可商标或其任何衍生物只能在专属地域内使用，许可商标不得以任何方式在专属地域外使用。本协议中那些没有明确授予公司的所有权利仍为许可方的专有财产。

- 1.2. Licensor's Use. Nothing in this Agreement shall preclude Licensor or any of its successors or assigns from using or permitting other entities to use the Licensed Mark, whether or not such entity directly or indirectly competes or conflicts with Company's business in any manner.

许可方对商标的使用。本协议不排除许可方或其任何继承人或受让人使用或允许其他实体使用许可商标，无论该实体是否在任何方式上直接或间接与公司的业务竞争或冲突。

ARTICLE 2.  
OWNERSHIP  
条款 2 商标的所有权

2.1. Ownership. Company acknowledges and agrees that Licensor is the owner of all right, title, and interest in and to the Licensed Mark, and all such right, title and interest shall remain with the Licensor. Company shall not contest, dispute, challenge, oppose or seek to cancel Licensor's right, title, and interest in and to the Licensed Mark. Company shall not prosecute any application for registration of the Licensed Mark or seek to register the Licensed Mark as a domain name or part of any domain name.

商标的所有权。公司同意并承诺，许可方拥有许可商标的一切权力，所有权及权益，公司不得对许可商标提出异议、争议、质疑、反对，或者试图取消许可方对商标所拥有的权力、所有权及权益。公司不得申请注册许可商标，也不得将许可商标注册在公司的任何域名或部分域名中。

2.2. Goodwill. Company acknowledges that Company shall not acquire any right, title, or interest in the Licensed Mark by virtue of this Agreement other than the license granted hereunder, and disclaims any such right, title, interest, or ownership. All goodwill and reputation generated by Company's use of the Licensed Mark shall inure to the exclusive benefit of Licensor. Company shall not by any act or omission use the Licensed Mark in any manner that disparages or reflects adversely on Licensor or its business or reputation. Company shall not take any action that would interfere with or prejudice Licensor's ownership or registration of the Licensed Mark, the validity of the Licensed Mark or the validity of the license granted by this Agreement.

商誉。公司承认，除本协议授予的许可外，公司不获得许可商标的任何权利、所有权或利益，并且完全放弃此类权利、所有权或利益。公司在使用许可商标过程中所产生的所有商誉和声誉应属于许可方专有利益。公司不得以任何方式不正当使用许可商标而贬低或诋毁许可方及其业务和声誉。公司不得采取任何行为去干扰或损害许可方对许可标志的所有权、注册、和有效性。

ARTICLE 3.  
COMPLIANCE  
条款 3 约束力

3.1. Quality Control. To preserve the inherent value of the Licensed Mark, Company agrees to use reasonable efforts to ensure that it maintains the quality of the Company's business and the operation thereof equal to the standards prevailing in the operation of Licensor's and Company's business as of the date of this Agreement. Licensor shall oversee the quality of the services provided under the Licensed Mark, and shall review and approve, prior to their use, all prospectuses, advertisements, and other materials upon which Company uses the Licensed Mark. The Company further agrees to use the Licensed Mark in accordance with such quality standards as may be reasonably established by Licensor and communicated to the Company from time to time in writing, or as may be agreed to by Licensor and the Company from time to time in writing.

对许可商标的监管。为保护许可商标的内在价值，公司要确保其业务质量及运营与许可方和公司业务运营的现行标准相同。许可方应监督公司使用许可商标有关业务的服务质量，并应在使用许可商标前审查和批准公司所有说明书、广告和其他材料。公司应同意按照许可方制定的标准执行，并且许可方可以不时以书面形式通知公司许可商标的使用质量标准。

3.2. Compliance With Laws. Company agrees that the business operated by it in connection with the Licensed Mark shall comply with all laws, rules, regulations and requirements of any governmental body in the Territory or elsewhere as may be applicable to the operation, advertising and promotion of the business and shall notify Licensor of any action that must be taken by Company to comply with such law, rules, regulations or requirements.

法律遵从条款。公司同意其经营的与许可商标有关的业务应遵守该地区或地方的政府机构规定的所有适用于业务经营、广告和促销的法律、规则、法规和要求，并应通知许可方公司为遵守此类法律、规则、法规或要求而必须采取的相关行动。

3.3. Notification of Infringement. Each party shall immediately notify the other party and provide to the other party all relevant background facts upon becoming aware of (a) any registrations of, or applications for registration of, marks in the Territory that do or may conflict with any Licensed Mark, and (b) any infringements, imitations, or illegal use or misuse of the Licensed Mark in the Territory. Licensor shall have the exclusive right, but not the obligation, to prosecute, defend and/or settle in its sole discretion, all actions, proceedings and claims involving any Third-Party Infringement or Third Party Claim, and to take any other action that it deems necessary or proper for the protection and preservation of its rights in the Licensed Mark. Company shall cooperate with Licensor in the prosecution, defense, or settlement of such actions, proceedings, or claims.

侵权通知。任何一方知悉以下情况后应立即通知对方，并向对方提供所有相关背景事实：a) 在该地区注册或者申请的与任何许可商标发生冲突或可能与许可商标冲突的商标，以及 b) 在区域内对许可商标的任何侵权、模仿、非法使用或误用。许可方拥有专有权利，但没有义务自行决定起诉、辩护和/或解决涉及任何第三方侵权或索赔的所有诉讼、程序和索赔，许可方可以采取其认为必要的其他行动以保护和维护其在许可商标中的权利。公司应在相关的诉讼或索赔的起诉、辩护或和解的过程中与许可方合作。

ARTICLE 4.  
REPRESENTATIONS AND WARRANTIES  
条款 4 保证条款

4.1. Company acknowledges that Licensor has applied for registration in the Territory, that Licensor's application for registration has not yet been examined or approved for registration, and that Company accepts this license on an "as is" basis. Company acknowledges that Licensor makes no explicit or implicit representation or warranty as to the registrability, validity, enforceability, or ownership of the Licensed Mark, or as to Company's ability to use the Licensed Mark without infringing or otherwise violating the rights of others, and Licensor has no obligation to indemnify Company with respect to any claims arising from Company's use of the Licensed Mark.

如若许可方的注册申请尚未经过审查或批准，公司“按现状”接受此许可。公司认可许可方不对许可商标的可注册性、有效性、可执行性、所有权或正常情况下使用许可商标的能力做出任何明示或暗示的陈述或保证；并且对于因公司使用许可商标而引起的任何索赔，许可方没有义务赔偿公司。

4.2. Mutual Representations. Each party hereby represents and warrants to the other party as follows: 相互保障条款。各方特此向另一方陈述和保证如下：

(a) Due Authorization. Such party is a Company duly incorporated and in good standing as of the Effective Date, and the execution, delivery and performance of this Agreement by such party have been duly authorized by all necessary action on the part of such party.

授权。该方是一家在协议生效前正式成立且信誉良好的公司，该方执行、交付和履行本协议已得到该方所有必要行动的正式授权。

(b) Due Execution. This Agreement has been duly executed and delivered by such party and, with due authorization, execution and delivery by the other party, constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

执行。本协议已由该方正式签署并交付，并经另一方适当授权、签署和交付，构成该方的合法、有效和具有约束力的义务，可根据其条款对该方强制执行。

(c) No Conflict. Such party's execution, delivery and performance of this Agreement do not: (i) violate, conflict with or result in the breach of any provision of the charter or by-laws (or similar organizational documents) of such party; (ii) conflict with or violate any law or governmental order applicable to such party or any of its assets, properties or businesses; or (iii) conflict with, result in any breach of, constitute a default (or event which with the giving of notice or lapse of time, or both, would become a default) under, require any consent under, or give to others any rights of termination, amendment, acceleration, suspension, revocation or cancellation of any contract, agreement, lease, sublease, license, permit, franchise or other instrument or arrangement to which it is a party.

无冲突。该方对本协议的执行、交付和履行不适用以下情况：（i）与该方的章程（或类似组织文件）的任何规定相冲突或违反；（ii）与适用于该方的资产、财产或业务的任何法律或政府命令相冲突或违反；（iii）与该方因违约而导致的合同、协议、租赁、转租、许可的终止、修改、加速、暂停、撤销相冲突。

ARTICLE 5.  
TERM AND TERMINATION  
条款 5 期限和终止

5.1. Term. This Agreement shall expire (a) upon expiration or termination of the Distribution Agreement; (b) by Licensor or Company upon fifteen (15) days' written notice to the other party, or (c) by Licensor at any time in the event Company assigns or attempts to assign or sublicense this Agreement or any of Company's rights or duties hereunder without the prior written consent of Licensor.

期限。本协议应在以下情况下到期 (a) 经销协议到期或终止时到期； (b) 许可方或公司向另一方发出十五 (15) 天的书面通知后到期，或 (c) 如果公司在未经许可方事先书面同意的情况下，转让或者授权给他人公司在本协议项下的任何权利或义务，许可方可随时宣布到期。

5.2. Upon Termination. Upon expiration or termination of this Agreement, all rights granted to Company under this Agreement with respect to the Licensed Mark shall cease, and Company shall immediately discontinue all use of the Licensed Mark. Company shall immediately change its own corporate name or “Doing Business As” name or store name by deleting the terms “QG A4L,” or “A4L Appliances4less,” or “QG Quality Global” and its design elements. For twenty-four (24) months following termination of this Agreement, Company shall specify on all public-facing materials in a prominent place and in prominent typeface that Company is no longer has any distribution relationships with Licensor or its affiliated warehouse partner.

协议终止时的相关事宜。本协议期满或终止后，授予公司的与许可商标有关的所有权利均应终止，公司应立即停止对许可商标的所有使用。公司应立即通过删除 “QG A4L” 或 “A4L Appliances4less” 或 “QG Quality Global” 及其设计元素并更改其自己的公司名称、公司经营名称或商店名称。在本协议终止后的二十四 (24) 个月内，公司应在所有公众材料的显眼位置和显眼字体上注明公司不再与许可方或其附属仓库合作伙伴有任何分销关系。

ARTICLE 6.  
MISCELLANEOUS  
条款 6 其他条款

6.1. Assignment. Company will not sublicense, assign, pledge, grant or otherwise encumber or transfer to any third party all or any part of its rights or duties under this Agreement, in whole or in part, without the prior written consent from Licensor, which consent Licensor may grant or withhold in its sole and absolute discretion. Any purported transfer without such consent shall be void *ab initio*.

转让。未经许可方事先书面同意，公司不得将其在本协议项下的全部或部分权利或义务再许可、转让、质押、授予或任何方式转让给第三方，许可方可自行决定授予或拒绝。未经许可方书面同意而进行的任何的转让从一概无效。

6.2. Independent Contractor. Except as expressly provided or authorized in the Distribution Agreement, neither party shall have, or shall represent that it has, any power, right or authority to bind the other party to any obligation or liability, or to assume or create any obligation or liability on behalf of the other party.

独立当事人。除经销协议明确规定或授权外，任何一方均无任何权力、权利或授权约束另一方承担任何义务或责任，或代表另一方承担或产生任何义务或责任。

6.3. Notices. All notices, requests, claims, demands and other communications hereunder shall be in writing and shall be given or made (and shall be deemed to have been duly given or made upon receipt) by delivery in person, by overnight courier service (with signature required), by facsimile, or by registered or certified mail (postage prepaid, return receipt requested) to the respective parties at the following addresses:



通知。 本协议项下的所有通知、请求、索赔、要求和其他通信均应采用书面形式，并应通过专人递送、隔夜快递服务（需要签名）的方式给予或作出（并应被视为已正式给予或作出）、传真或挂号信（预付邮资，要求回执）到以下地址的各方：

If to Licensor:

如果送达许可方， 请用以下地址

QG A4L INC  
3871 S Valley View Blvd Suite #3  
Las Vegas, NV 89103  
Tel. No.:  
Fax No.:  
Attn: Chief Compliance Officer

If to Company:

如果送达到公司， 请用以下地址

6.4. Governing Law and Venue. This Agreement is to be governed by and construed in accordance with the laws of the State of California applicable to contracts made and to be performed wholly within such State, and without regard to the conflicts of laws principles thereof. Any suit brought hereon shall be brought in the state or federal courts sitting in Los Angeles, California, the parties hereto hereby waiving any claim or defense that such forum is not convenient or proper. Each party hereby agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by California law.

准据法和地点。 本协议受加利福尼亚州法律管辖并按其解释，该法律适用于在该州订立和履行的合同，不考虑其法律冲突原则。在此提起的任何诉讼均应在位于加利福尼亚州洛杉矶的州法院或联邦法院提起，双方放弃对该法院不方便或不适当的任何索赔或辩护。各方同意任何此类法院对其拥有属人管辖权，并同意以加利福尼亚州法律授权的方式执行诉讼程序。

6.5. Amendment. This Agreement may not be amended or modified except by an instrument in writing signed by each party hereto.

修正条款。 除非通过双方签署的书面文书，否则不得修改或修改本协议。

6.6. No Waiver. The failure of either party to enforce at any time for any period the provisions of or any rights deriving from this Agreement shall not be construed to be a waiver of such provisions or rights or the right of such party thereafter to enforce such provisions, and no waiver shall be binding unless executed in writing by all parties hereto.

不弃权条款。 任何一方在任何时期未能执行本协议的规定或权利不应被解释为放弃以后执行该规定的权利。除非各方以书面形式执行，否则任何弃权均不具有约束力。

6.7. Severability. If any term or other provision of this Agreement is invalid, illegal or incapable of being enforced by any law or public policy, all other terms and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original



intent of the parties as closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

可分割性。 如果本协议的任何条款或规定无效、非法或不能被法律或公共政策强制执行，只要本协议所预期的经济或法律实质不以任何方式对任意一方产生重大不利影响，则本协议的所有其他条款和规定仍应保持完全有效。在确定任何条款或其他规定无效、非法或无法执行后，双方应真诚地协商并修改本协议，以便以可接受的方式尽可能接近双方的原始意图，从而使本合同的预期交易尽可能按照最初设想的方式完成。

6.8. Headings. The descriptive headings contained in this Agreement are for convenience of reference only and shall not affect in any way the meaning or interpretation of this Agreement.

标题。 本协议中包含的描述性标题仅供参考，不得以任何方式影响本协议的含义或解释。

6.9. Counterparts. This Agreement may be executed in one or more counterparts, each of which when executed shall be deemed to be an original instrument and all of which taken together shall constitute one and the same agreement.

副本。 本协议可以一式多份执行，每份均应视为正本，且该等文件应共同构成同一份文件。

6.10. Entire Agreement. This Agreement constitutes the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior agreements and undertakings, both written and oral, between the parties with respect to such subject matter.

完整协议。 本协议体现并构成双方就本协议所预期的交易达成的完整理解，双方先前或同时达成的所有口头或书面协议、谅解、陈述和声明均并入本协议并被本协议取代。

6.11. Third party Beneficiaries. Nothing in this Agreement, either express or implied, is intended to or shall confer upon any third party any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.

第三方受益人。 本协议中明示或暗示的任何内容，均不应授予任何第三方在法律上的权利、利益或补偿。

#### 6.12. Prevailing Language

This Agreement is made in English with Chinese translation. In the event of a dispute as to the terms of this Agreement the English version shall prevail.

#### 适用语言

本协议由英语撰写并附有中文翻译。如有歧义，本协议以英语为准。

IN WITNESS WHEREOF, each party has caused this Agreement to be executed as of the Effective Date by its duly authorized officer.

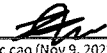
兹证明，双方已使本协议由其各自的代表在上述有效日期获得授权并正式执行。

LICENSOR:

QG A4L INC

By: \_\_\_\_\_  
Name: Weijun Jiang  
Title: President and CEO

COMPANY:

By:  \_\_\_\_\_  
vic cao (Nov 9, 2022 13:21 EST)  
Name: wei  
Title: Laoban

# TRADEMARK LICENSE AGREEMENT - F16-Broward

Final Audit Report

2022-11-09

Created:	2022-11-01
By:	celine meng (celinezhang1102@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAcXDSuSB3oDu3hqaR3AQjFjphg0QuDISW

## "TRADEMARK LICENSE AGREEMENT - F16-Broward" History









-  Document created by celine meng (celinezhang1102@gmail.com)  
2022-11-01 - 8:07:13 PM GMT- IP address: 104.136.156.213
-  Document emailed to vic cao (viccaous@gmail.com) for signature  
2022-11-01 - 8:08:34 PM GMT
-  Email viewed by vic cao (viccaous@gmail.com)  
2022-11-02 - 3:52:54 PM GMT- IP address: 66.102.8.132
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-  New document URL requested by vic cao (viccaous@gmail.com)  
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2022-11-09 - 6:16:28 PM GMT- IP address: 66.249.83.207
-  Document e-signed by vic cao (viccaous@gmail.com)  
Signature Date: 2022-11-09 - 6:21:55 PM GMT - Time Source: server- IP address: 107.115.159.77
-  Agreement completed.  
2022-11-09 - 6:21:55 PM GMT

EXHIBIT 3

## Area Distribution Agreement 地区经销协议

THIS EXCLUSIVE DISTRIBUTION AGREEMENT (this "Agreement" or this Area Distribution Agreement) is entered into effective as of 10/28/2022 (the "Effective Date") by and between FL Happy Appliances Inc ("Supplier") and \_\_\_\_\_ ("Distributor"). Either Supplier or Distributor is individually referred to as "Party" and both the Supplier and the Distributor are collectively referred to as the "Parties" in this Agreement. The parties agree as follows:

本独家经销协议（以下简称本“协议”或本独家经销协议）由FL Happy Appliances Inc【供应商公司】（以下简称“供应商”）和 \_\_\_\_\_【经销商公司】（以下简称“经销商”）同意于10/28/2022【生效日期】（以下简称“生效日期”）起生效。供应商或经销商单独称为“一方”，供应商和经销商在本协议中统称为“双方”。双方同意如下：

### 1. Appointment 经销区域的指定

a. Subject to the terms and conditions of this Exclusive Distribution Agreement, Supplier appoints Distributor, and Distributor accepts such appointment and agrees to act as Supplier's exclusive distributor of the Supplier Products (defined below) within the geographical territory defined as follows (the "Territory"):

在遵守本独家经销协议条款和条件的前提下，供应商指定经销商，并且经销商同意在以下地理区域（以下简称“区域”）担任供应商所销产品（定义如下）的独家经销商：

Distributor's exclusive distributing area: [Territory] Miami-Dade County

经销商的独家经销地区：【经销区域】 Miami-Dade County

b. Distributor agrees to exercise its best efforts to (a) promote the sale of and obtain orders for the Supplier Products in the Territory; (b) abide by Supplier's policies and procedures with regard to the purchase, sale and support of Supplier Products; and (c) conduct its business in a manner that reflects favorably at all times on the Supplier Products and the good name, goodwill and reputation of Supplier or its affiliates. Distributor acknowledges and agrees that it has no rights or claims of any type to the Supplier Products, or any aspect thereof, except such rights as are created by this Exclusive Distribution Agreement. Distributor agrees that it shall not and is not authorized to promote, resell, deliver, install, service or otherwise support the Supplier Products outside of the Territory.

经销商同意尽其最大努力做到如下几条：（a）在该经销区推广供应商的商品并获得订单；（b）遵守供应商对购买、销售以及产品售后服务的要求和程序；以及（c）在任何情况下都要以对供应商的产品、商誉和声誉有利的方式开展业务。供应商承认并同意，除本独家经销协议所规定的权利外，经销商对供应商的产品或其他方面均无任何权利或要求。经销商不能也无权在其经销区域

以外的地区推广、转销、交付、安装、提供服务，或以其他方式支持供应商的产品。

## 2. Products and Pricing 产品和定价

Supplier Products consist of the items listed in this Section below, and the purchase price or license fee to Distributor of all Supplier Products delivered pursuant to this Agreement shall be as set forth in this Section below:

供应商的产品由以下本章节所列的产品组成，供应商根据本协议所交付给经销商的产品购入价以及授权费也在本章节进行阐述：

- a. “Top Air” range hood. Supplier owns or is licensed to use the “Top Air” brand name and the range hood’s exclusive rights to sell in North America. (i) Distributor shall pay Supplier a one-time non-refundable license fee \$\_\_40847.97\_\_ for the exclusive rights to sell the range hood in the Territory when this Agreement is executed by both Parties; (ii) Distributor shall follow Distributor’s retail pricing guideline; (iii) Distributor shall order the range hood annually and shall pay each order in full.

“Top Air” 抽油烟机。供应商拥有或者被授权使用 “Top Air” 的品牌名称以及该抽油烟机在北美地区的独家销售权。（i）按照本协议的规定，经销商应向供应商在本协议生效后立即支付一次性的授权费 \$\_\_40847.97\_\_，以获得在该经销区域出售抽油烟机的独家经销权。此授权费在本协议签署后将不予退还。（ii）经销商应当遵守经销商的零售定价准则；（iii）供应商应每年订购抽油烟机并一次性付清每次的订单费用。

- b. Other Appliances. Distributor has exclusive right to sell certain home appliance products from Supplier, such as the Home Depot within 48 hour returned LG appliances or GE AS-IS appliances or any other new or used brand name appliances. Supplier sells the appliances to Distributor at a price which is agreed by both Parties and is below Supplier’s wholesale price for non-exclusive distributors. The appliances do not have factory warranty and any third-party warranty to the Distributor’s customers shall be from the Supplier’s designated vendors. Distributor may receive a portion of the warranty fees collected as its commission. Distributor is prohibited from selling appliances purchased from sources other than Supplier’s.

其他电器。经销商有权销售供应商的某些家用电器，例如从 Home Depot 48 小时内退回的 LG 电器，GE 的 AS-IS 电器，以及一些其他电器。供应商以双方同意的低于非加盟商批发价的价格将这些电器销售给经销商。这些电器没有原厂保修，经销商客户获得的第三方保修应来自供应商指定的商家。经销商可以获得一部分保修费用作为佣金。禁止经销商销售从供应商以外的渠道购买的电器。

- c. Distributor shall order no less than \_\_3\_\_ per year for “Top Air” range hood and no less than \_\_55\_\_ per month for Other Appliances (“Minimum Purchase”) required by the Supplier when this Agreement is executed. The Minimum Purchase amount is subject to change and adjustment at Supplier’s sole discretion at any time upon a 30-day written notice.



经销商应在本协议执行时订购每年不少于\_\_3\_\_ “Top Air” 抽油烟机， 和每月不少于\_\_55\_\_的其他电器（“最低采购量”）。 供应商可随时自行决定更改和调整最低采购量， 提前 30 天书面通知经销商即可。

- d. The Distributor shall at its own costs and expenses, subscribe to the computer systems or commercial developed systems designated by Supplier for sales tracking, resource planning, inventory monitoring purposes, and facilitating communications.

经销商应自费使用指定的与销售相关的第三方办公通讯和销售软件，以实现销售跟踪，资源规划，库存监控，和信息交流。

### 3. No Competitive Products 非竞争产品

Distributor agrees that it shall not, during the term of this Agreement, directly or indirectly market, sell, license, promote or solicit orders for any products which are competitive with the Products unless Supplier consents in writing in advance based upon full disclosure of the material facts by Distributor. Distributor further agrees to pay Supplier \$10,000.00 for each occurrence of Distributor's violation of this provision (the "Violation"). The Distributor and the Supplier acknowledge and agree that the sums payable under this provision shall constitute liquidated damages and not penalties and are in addition to all other rights of the Supplier, including the right to call a default. The Parties further acknowledge that (i) the amount of loss or damages likely to be incurred by a Violation is incapable or is difficult to precisely estimate, (ii) the amounts specified in this provision bear a reasonable relationship to, and are not plainly or grossly disproportionate to, the probable loss likely to be incurred in connection with any loss by the Supplier because of the Violation, (iii) one of the reasons for the Supplier and the Distributor reaching an agreement as to such amounts was the uncertainty and cost of litigation regarding the question of actual damages, and (iv) the Supplier and the Distributor are sophisticated business parties and have consulted with sophisticated and able legal counsel and negotiated this Agreement at arm's length.

在本协议期限内，如未经供应商书面同意，经销商不得经营、销售、促销与供应商产品竞争的任何产品。如违反本条款（“违规”），经销商应向供应商对每次违规支付 10,000.00 美元。分销商和供应商承认并同意，根据本条款应付的款项应构成违约赔偿金而非罚款，并且是对供应商所有其他权利的补偿。双方并且同意：(i) 违规所导致的损失金额无法准确预估，(ii) 本条款中规定的金额与经销商的违规而导致的供应商的损失具有合理的关系，并且与供应商的任何损失相称。(iii) 因实际损害赔偿的诉讼成本的不确定性，供应商和分销商就此金额达成协议 (iv) 供应商和经销商是成熟的商业方，双方均已咨询了相关的法律顾问，并在公平的情况下就本协议进行了谈判。

### 4. Representation 陈述

- a. Distributor is a company duly organized, validly existing and in good standing in \_Florida\_, is qualified to do business and in good standing in each jurisdiction located within the Territory and shall remain in compliance with all applicable laws and regulations in the conduct of its business and,

specifically, in its sale of the Products and provision of this Agreement.

经销商是一家在 \_佛罗里达\_ 州合法组织、有效存续且信誉良好的公司，有资格在经销区域内开展业务并保持良好信誉，并且在开展业务时，特别是销售本协议中的产品时，应遵守所有适用的法律和法规。

- b. Supplier is a \_\_\_\_\_, duly organized, validly existing and in good standing in \_\_Florida\_ and is and shall remain in compliance with all applicable laws and regulations in the conduct of its business and, specifically, in its sale of the Products.

供应商是\_\_\_\_\_, 在\_\_佛罗里达\_ 州正式组织、有效存续且信誉良好，并且在开展业务时，特别是在销售产品时，将继续遵守所有适用的法律和法规。

- c. Both Supplier and Distributor have all rights, power, and authority to enter into this Agreement.

供应商和经销商均拥有签订本协议的所有权利、权力和授权。

- d. Neither Party is subject to any pending or threatened litigation or governmental action that could interfere with its performance of this Agreement.

任何一方均不受可能干扰本协议的诉讼或政府行动的约束。

- e. This Agreement is the binding legal obligation of each Party and is enforceable in accordance with its terms.

本协议是各方具有约束力的法律义务，可根据协议条款强制执行。

## 5. Approvals 经营许可

Distributor shall obtain, at its own expense, such approvals, consents, certifications, permits and other authorizations, including all approvals as are required to qualify the Supplier Products for sale and use in the Territory for all purposes, both governmental and non-governmental (collectively, the "Approvals"). Supplier shall not be obligated to deliver any Supplier Products unless and until Distributor provides Supplier with satisfactory evidence that such Approvals have been obtained.

经销商应自费取得相关的批准、同意、证书、许可以及其他授权，包括在经销区域销售和以任何目的使用供应商产品所要求获得的政府和非政府许可（统称为“许可”）。供应商没有义务在经销商提供令人满意的证据，表示已获得上述许可前交付任何供应商的产品。

## 6. Exclusivity 独家经营

Supplier's appointment of Distributor in Section 1 of this Agreement is an exclusive appointment to

distribute the Products in the Territory. Supplier shall not independently advertise, solicit and make sales of Supplier Products, support Supplier Products, or appoint additional distributors for Supplier Products in the Territory. This Paragraph only applies to the “Top Air” range hood in Paragraph 2. Supplier shall have rights to freely and independently advertise, solicit, and make sales of Other Appliances defined in Paragraph 2.

供应商在本协议第一章中指定经销商在该经销区域中独家销售产品。供应商不得在该区域内私自推广、招揽和销售供应商的产品，为供应商的产品提供售后服务，或者指定其他经销商在该经销区域内销售供应商的产品。本独家经营条款只适用于本协议第二章中定义的“Top Air”抽油烟机。供应商有权在该区域内不受限制地推广、招揽和销售供应商在第二章中定义的其他电器产品。

## 7. Sales Targets 销售目标

If the Distributor’s retail store for Supplier’s Products has made a profit for 6 consecutive months or the retail store has been opened for more than 18 months, Distributor shall open additional new retail stores in the Territory until the total number of Distributor’s retail stores in the Territory reaches 2. If Distributor does not meet this target, Supplier may terminate this Agreement effective immediately upon notice to Distributor.

如果经销商销售供应商产品的零售店连续 6 个月盈利或者该零售店已经开业超过 18 个月，则经销商应当在该经销地区额外开设新的零售店，直到经销商在该地区的零售店总数达到 2 间零售店。如果经销商不能达到该销售目标，供应商有权在通知经销商后立刻终止本协议。

## 8. Sales Outside of the Territory 在经销区域外销售

Distributor shall only promote and solicit the sale of Supplier Products in the Territory. Notwithstanding the foregoing sentence, Distributor shall not actively advertise or actively solicit orders for Supplier Products outside of the Territory, including online promotion and advertisement. In the event Distributor receives an order from outside its Territory, Distributor shall work with Supplier to fulfill the order in a manner financially beneficial to Supplier.

经销商应仅在经销区域内推广和拉动供应商产品的销售。在上述规定下，经销商不得在该经销领域外宣传或者接收供应商产品的订单，包括线上的推广和广告。如果经销商收到经销领域外的订单，则经销商应与供应商合作，以供应商盈利的方式完成订单。

## 9. Payment and Delivery 付款与交货

The purchase price shall be quoted and payable in U.S. dollars to Supplier at the address specified on the invoice. Unless otherwise agreed by the parties in writing, payment shall be made by Distributor before shipment from the Supplier’s warehouse. The Supplier Products shall be delivered to Supplier’s

designated facilities. Risk of loss for the Supplier Products shall pass upon delivery to Supplier's facilities. If Supplier pays any shipping, insurance or handling costs, such costs will be billed to Distributor and will be reimbursed to Supplier by Distributor.

采购价格应以美元进行报价，并以美元支付到发票上指定的供应商地址。除非双方另有书面协议，否则经销商应在供应商仓库发货之前付款。供应商的产品应当交付到供应商指定的场所。一旦供应商产品交付到供应商的指定场所，供应商产品的损失风险应一并转移给经销商承担。如果供应商支付了任何运输、保险或者处理费用，上述费用将会向经销商收取，经销商应向供应商偿还上述费用。

#### **10. Return of Products 退货**

Within thirty (30) days of receiving the Products, either picked up by the Distributor or delivered by Supplier, at Distributor's expense, to Supplier's designated location, Distributor may, with or without cause, return any of Products with function failures, at Distributor's expense, to Supplier's designated location. The returned Products shall remain in the same condition as received by Distributor when it was picked up or delivered. Otherwise, Supplier is entitled to reject Distributor's return of Products. Distributor shall be responsible for timely inspecting, examining, and testing of the received Products. Distributor is not entitled to return any Products after the 30-day period specified above.

自经销商收到自取或供应商派送产品的 30 天内，经销商可以无条件自费将有功能性问题的产品退回供应商指定的地点。产品退回时需要与经销商收货时的状态一致，否则供应商有权拒绝经销商的退货。从供应商取得产品后，经销商应及时检测收到的产品。在上述规定的 30 天后，经销商无权退回供应商的产品。

#### **11. Promotion and Advertisement 促销与推广**

Supplier shall not post any descriptive literature, advertising materials, and sales promotional materials concerning the Supplier Products without the prior written consent of Supplier. Supplier shall retain ownership of all proprietary rights, including, intellectual property rights to the materials. Distributor will be solely responsible for the accuracy of the materials. Distributor shall at its own cost and expense promptly revise the materials upon notice from Supplier.

未经供应商事先书面同意，经销商不得发布任何与供应商产品相关的描述性文字、推广材料以及促销材料。供应商享有上述材料的一切所有权，包括材料的知识产权。经销商将全权负责材料的准确性。经销商应自费在收到供应商的通知后及时修改材料。

#### **12. Trademarks 商标**

Distributor shall not dispute or contest for any reason whatsoever, directly or indirectly, during the term of this Agreement and thereafter, the validity, ownership or enforceability of any of the trademarks of Supplier or licensed to Supplier (the "Mark"), nor directly or indirectly attempt to acquire or damage the value of

the goodwill associated with any of the Mark, nor counsel, procure or assist any third Party to do any of the foregoing. Distributor shall not institute any proceedings with respect to the Mark either in Distributor's own name or on behalf of Supplier. Distributor shall execute any documents or do any acts that may be required to accomplish the intent of this Section.

在本协议期限内，经销商不得以任何理由直接或间接对供应商的任何商标或供应商授权使用的商标（“商标”）的有效性、所有权或可执行性提出质疑；也不可以试图损害与商标相关的商誉及价值，也不得建议、促使或协助任何第三方进行上述任何行为。经销商不得以自己的名义或代表供应商就商标提起任何诉讼。经销商应签署任何为执行所有本条款的法律文件。

### 13. Confidential Information and Non-Compete 机密信息以及不竞争条款

Supplier may provide Distributor with certain confidential or proprietary information (“Confidential Information”). Confidential Information includes information, whether written, electronic or oral, which Distributor knows or reasonably should know is proprietary, confidential or a trade secret of Supplier, including any and all technical or business information, servicing information, customer lists, pricing information, marketing information, policies, procedures and manuals regarding Supplier's distributors or distribution channels, research and development and other proprietary matter relating to the Supplier Products or business of Supplier. Distributor will refrain from using the Confidential Information except to the extent necessary to exercise its rights or perform its obligations under this Agreement. Distributor will likewise restrict its disclosure of the Confidential Information to those who have a need to know such Confidential Information in order for Distributor to perform its obligations and enjoy its rights under this Agreement. Such persons will be informed of and will agree to the provisions of this Section and Distributor will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them. Upon termination of this Agreement (or earlier, upon request by Supplier), Distributor shall cease to use all Confidential Information and promptly return to Supplier (or destroy, upon request by Supplier) any documents (whether written or electronic) in its possession or under its control that constitutes Confidential Information.

供应商可能向经销商提供某些机密或专有信息（“机密信息”）。机密信息包括经销商知道或理论上应该知道的专有、机密信息或供应商的商业机密，包括任何或所有技术性或商业信息、服务信息、客户清单、定价信息、市场营销信息、政策、流程、有关供应商的经销商或分销渠道的手册、以及有关供应商产品和供应商生意的发展信息，上述信息包括书面、电子或口头信息。除行使其权利或履行其在本协议所规定的义务所必需的范围外，经销商将避免使用上述机密信息。同样，经销商应将机密信息的披露仅限于需要了解此类机密信息的人员，以便经销商履行其在本协议中规定的义务以及享受其权利。上述人员应当被告知并同意本章节的规定，经销商应对上述人员未经授权使用或披露任何机密信息负责。在本协议终止时（或应供应商要求提前终止时），经销商应终止对所有机密信息的使用，并及时归还（或应供应商要求销毁）其持有的所有文件（包括书面和电子版）。

For and in consideration of compliance by the Supplier of the mutual covenants and premises contained in this Agreement, for a period of two (2) years after the date of Termination under this Agreement, Distributor



agrees that it shall not directly or indirectly offer to sell, sell, distribute or otherwise transfer through Distributor or an Affiliate any product which includes the same or similar functionality as any of the Products, except with Supplier's prior written consent.

以供应商遵守在本协议内所载的共同契约和前提为要约，在本协议终止后的两年内，除非有供应商事先书面同意，经销商不得在经销区域内直接或间接提议出售、销售、分销或者任何通过经销商或通过与相关联公司转让任何与供应商供货的产品相同或具有类似功能的产品。

#### **14. Product Warranty Disclaimer 产品保修免责声明**

EXCEPT AS PROVIDED IN THIS SECTION, SUPPLIER MAKES NO OTHER WARRANTY, PROMISE OR OBLIGATION WITH RESPECT TO THE SUPPLIER PRODUCTS, THEIR USE, REPAIR OR PERFORMANCE. SUPPLIER DISCLAIMS ANY WARRANTY, PROMISE OR OBLIGATION THAT THE SUPPLIER PRODUCTS SHALL BE FIT FOR ANY PARTICULAR USE OR PURPOSE, REGARDLESS OF WHETHER SUCH USE OR PURPOSE IS MADE KNOWN TO SUPPLIER OR NOT. SUPPLIER DISCLAIMS ANY WARRANTY, PROMISE OR OBLIGATION THAT THE SUPPLIER PRODUCTS CONFORM TO ANY SAMPLES OR MODELS. SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES, PROMISES AND OBLIGATIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES, PROMISES AND OBLIGATIONS ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

除本章节的规定外，供应商不对供应商产品的使用、维修及性能做出任何保证、承诺或义务。供应商不保证供应商产品应适合某种特定用途或目的，并对此不存在任何保证、承诺、或承担义务，不论该用途或目的是否已被告知供应商。供应商不保证其供应商产品符合任何样品或型号，并对此不存在任何保证、承诺、或承担义务。供应商在此声明不承担所有其他的明示、暗示、或法定的担保、承诺和义务，包括在交易过程中或产品使用过程中产生的任何保证、承诺和义务。

#### **15. Term and Termination 期限与终止**

The term of this Agreement shall commence as of the Effective Date and either party may terminate this Agreement as follows: (a) Immediately upon Supplier's 15 days prior notice if Distributor is found to mispresent the Other Appliances' condition to the customers, modify Products without Supplier's permission, violate any Federal, State, and local laws and regulations, including but not limited to the tax laws, or operate business without integrity and/or deceive its customers; (b) Immediately, by one party's notice for any breach or default of this Agreement by the other party which has not been cured within 30 days after the delivery of notice thereof to the party alleged to be in breach, specifying with particularity the condition, act, omission or course of conduct asserted to constitute such breach or default; (c) Immediately, upon the dissolution, insolvency or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other party or if the other party ceases to conduct business in the ordinary or normal course; (d) Immediately, if required by law or by any rule, regulation, order, decree, judgment or other governmental act of any governmental authority; or (e) Immediately by Supplier if Supplier reasonably suspects that Distributor breached any of its obligations of confidentiality or



protection of Supplier's proprietary rights. (f) Immediately by Supplier if Distributor fails to open its retail store for business 180 days after this Agreement is executed or fails to use its best commercial effort to promote Products; (g) Immediately by Supplier if Distributor failed to follow Supplier's instruction and use the sales system or the software designated by Supplier; (h) Immediately by Supplier if Distributor is selling products from vendors other than Supplier; (j) Immediately, if Supplier's Product supply is interrupted; or (k) Distributor fails to execute any amendment or addendum to this Agreement; (i) Immediately, if Distributor misrepresents its store's income and loss, revenue, or performance.

本协议的期限始于生效日，任意一方可按以下方式终止本协议：（a）如果经销商被发现误导客户其他电器的状况，未经供应商同意改装产品，违反联邦，所在州和当地的法律（包括税法），经营无诚信并欺诈客户，供应商可以提前 15 天发出通知要求立刻终止协议；（b）如一方违约或不能履行协议，并在收到另一方列举其违约或不能履行合约的条件、行为、不作为、或者过程通知书的 30 天内未能做出整改，另一方即可立即终止协议；（c）如一方解散、无力偿债或被裁定破产，或按债权人要求转让财产或停止正常的经营业务，另一方即可立刻要求终止协议；（d）如法律要求，或依照任何条例、法规、法令或其他政府机构发出的指令要求终止，则任何一方即可立刻终止协议；（e）如供应商有合理的理由怀疑经销商违反了任何其保密义务或对供应商所有权的保护，则供应商可提出立刻终止协议；（f）如果经销商在本合同签署后的 180 内没有开业或者经销商没有尽力推销产品，则供应商可提出立刻终止协议；（g）如果经销商不按照供应商的要求使用供应商指定的系统/软件；（h）如果经销商销售了非供应商处购买的产品；（j）如果供应商的货源被中断；（k）如果经销商不签署本协议的任何新增修正和附属文件。（i）如果经销商对其零售店的收益和经营状况提供了虚假陈述。

#### **16. Effect of Termination 合同终止的影响**

Upon notice of termination of this Agreement for any reason, the following provisions shall apply: (a) Supplier shall have the right to immediately appoint another distributor to serve existing customers and continue sales efforts in the Territory; (b) Supplier may continue to fill any orders from Distributor that have been accepted by Supplier prior to the termination of this Agreement under the terms and conditions of this Agreement; (c) All outstanding balances owed by Distributor to Supplier shall become immediately due and payable to Supplier; (d) Both parties shall at all times thereafter refrain from any conduct that would be inconsistent with or likely to cause confusion with respect to the nature of their business relationship; (e) All rights granted to Distributor under this Agreement shall cease, and where appropriate, revert to Supplier; and (f) Supplier, in its sole discretion, shall have the right, but shall in no way be obligated (unless otherwise required by law), to inspect and repurchase all or any quantity of the Supplier Products then owned or ordered by Distributor at the lesser of (i) the original price paid by Distributor for such Supplier Products, or (ii) at the then-current price to Distributor, and under both (i) or (ii), less any applicable costs and expenses. Supplier shall have the right to assign such option to repurchase to any other person whom it may designate. No consideration or indemnity shall be payable to Distributor either for loss of profit, goodwill, customers or other like or unlike items, nor for advertising costs, costs of samples or supplies, costs to startup, open or operate the retail stores, termination of employees, employees' salaries and other like or unlike items. In no event shall Distributor continue to represent itself as a Supplier distributor or representative after termination of this Agreement.

Supplier shall have no liability to Distributor by reason of any termination by Supplier. Distributor shall indemnify and hold harmless Supplier from and against any and all liability, loss, damages and costs (including reasonable attorneys' fees) arising out of any claim by Distributor or any third party standing in the right of Distributor to any right of entitlement contrary to the express terms of this Section.

任意一方因任何原因收到终止本协议的通知后，应遵守以下规定：（a）供应商有权立即指定其他经销商服务现有客户，并继续在该经销领域内开展销售工作；（b）根据本协议的条款及条件，供应商可以继续履行本协议终止前接受的来自经销商的订单；（c）所有经销商应付给供应商的未偿余额将立即到期并支付给供应商；（d）协议终止后，双方应始终避免任何与其业务关系性质不一致或可能造成误会的行为；（e）在本协议中授予经销商的所有权利应停止，并在适当情况下归还给供应商；（f）供应商有权酌情决定（除法律另有要求外）检查并回购所有或部分经销商当时持有或订购的供应商产品，回购价格参考：（i）经销商此前购买上述供应商产品的原始价格；或（ii）以当下市场价格支付；以这两者较低者为准，并减去任何适用的费用和成本。供应商有权将此回购权转让给任何其指定的其他人。对于经销商损失的利润、商誉、客户或其他类似及不类似的损失，供应商均不向经销商支付报酬或赔偿。在协议终止后，经销商在任何情况下不得继续自称其为供应商的经销商或者代表。

供应商不对由于其终止合同而对经销商产生的任何后果承担责任。经销商应赔偿供应商因经销商或任何代表经销商的第三方提出与本章节中提出的任何权利与明示条款不符的索赔而引起的任何责任、损失、损害和费用（包括合理的律师费用）。

#### **17. Indemnification 赔偿**

Distributor agrees to indemnify and hold Supplier harmless from any and all actions, awards, claims, losses, damages, costs and expenses (including reasonable attorneys' fees) attributable to Distributor's breach of this Agreement or to any negligent, grossly negligent, willful or unlawful acts or omissions of Distributor, its employees, officers, agents, subcontractors, dealers or representatives.

经销商同意赔偿并保证供应商免受以下损失：因经销商及其雇员、管理人员、代理商、分包商、分销商以及代理所做出的违反本协议或任何过失、严重过失、故意或非法行为、及疏漏所引起的任何和所有行为、裁决、索赔、损失、损害、成本和费用（包括合理的律师费用）。

#### **18. Relationship of the Parties 双方关系**

Distributor is an independent contractor and not an employee, agent, affiliate, partner or joint venture with or of Supplier. Neither Distributor nor Supplier shall have any right to enter into any contracts or commitments in the name of, or on behalf of the other or to bind the other in any respect whatsoever, except insofar as is allowed by this Agreement.

经销商是独立的承包商，并非供应商的雇员、代理、连属公司、合作伙伴或合作企业。除非本协议允许的情况下，经销商或供应商均无权代表或以对方的名义签订任何合同或做出承诺，或在任何方面约束对方。

#### 19. Force Majeure 不可抗力

Neither party shall be liable in the event that its performance of this Agreement is prevented, or rendered so difficult or expensive as to be commercially impracticable, by reason of an Act of God, labor dispute, unavailability of transportation, goods or services, governmental restrictions or actions, war (declared or undeclared) or other hostilities, or by any other event, condition or cause which is not foreseeable on the Effective Date and is beyond the reasonable control of the party. In the event of non-performance or delay in performance attributable to any such causes, the period allowed for performance of the applicable obligation under this Agreement will be extended for a period equal to the period of the delay. In the event that the performance of a party is delayed for more than 6 months, the other party shall have the right, which shall be exercisable for so long as the cause of such delay shall continue to exist, to terminate this Agreement without liability for such termination.

如果在协议有效期内由于天灾、劳资纠纷、运输、商品或服务不可用、政府限制、战争（宣布的或未宣布的）或其他敌对行动或不可预见的事件、条件或原因而导致超出双方合理控制范围内无法履行本协议，或因商业上的不可行导致履行本协议变得艰难或昂贵，则双方均不需对该事件负责。如果由于发生上述事件导致协议未能履行或延迟履行，则本协议内规定的适用义务履行允许期限则根据延迟期限进行相应的延长。如果任意一方超过 6 个月未能履行协议，而且导致延迟的原因还在持续的情况下，另一方可以单方面终止合约，并不需承担任何责任。

#### 20. Limitation of Liability 责任范围

SUPPLIER SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OR FOR ANY LOST PROFITS, LOST SAVINGS OR LOSS OF REVENUES SUFFERED BY DISTRIBUTOR ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE SALE, DISTRIBUTION OR USE OF SUPPLIER PRODUCTS. DISTRIBUTOR SHALL INDEMNIFY SUPPLIER AND HOLD IT HARMLESS FROM ANY CLAIMS, DEMANDS, LIABILITIES, SUIT OR EXPENSES OF ANY KIND ARISING OUT OF THE SALE, SUBLICENSE OR USE OF SUPPLIER PRODUCTS IN THE TERRITORY OR BY DISTRIBUTOR'S CUSTOMERS. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

供应商对任何经销商因本协议或销售、分销或适用经销商产品而造成的非直接、特殊、示范性的、偶发性的或偶发性的损失或损坏，或任何利润损失、储蓄损失、或收入损失概不负责。经销商应赔偿供应商并使其免受由在该经销区域内销售、再授权或使用供应商产品或经销商的客户引起的任何索赔、要求、责任、诉讼或费用的损害。本章节在协议因任何原因终止后将继续有效。

## 21. Governing Law 适用法律

This Agreement shall be governed in all respect by the laws of the State of California, USA, which shall be applied without reference to any conflict-of-laws rule under which different law might otherwise be applicable. Venue for any lawsuits brought by the parties to this Agreement against each other regarding or because of this Agreement shall be proper only in Los Angeles, California State Court or the United States District Court for the Central District of California. Distributor hereby submits itself to the exclusive jurisdiction of said courts and consents to service of process by confirmed facsimile transmission or commercial courier (with written verification of receipt returned to the sender).

本协议应在所有方面受美国加利福尼亚州的法律管辖，该法律适用于在该州订立和履行的合同，不考虑其法律冲突原则。在此提起的任何诉讼均应在位于加利福尼亚州洛杉矶的州法院或联邦法院提起。经销商特此服从上述法院的专属管辖权，并同意通过经确认的传真或商业快递送达流程（并向发送人返还书面收据确认）。

## 22. Assignment and Delegation 转让和委托

Distributor shall have no right to assign any of its rights or delegate its obligations under this Agreement without the prior written consent of Supplier. Any assignment or delegation attempted without such written consent shall be void and of no legal effect whatsoever. This Agreement shall be binding upon the parties' respective successors and permitted assigns.

未经供应商事先书面同意，经销商无权转让其在本协议规定下的任何权利或委托其义务。任何未经上述书面同意的转让或委托均为无效，且不具备任何法律效力。本协议对双方各自的继承人和允许的受让人具有约束力。

## 23. Severability 可分性

In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court or arbitration decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provisions shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court or arbitration decision.

如果本协议的任何条款在任何法律下不可执行或无效，或被使用法院或仲裁裁决无效，则这种不可执行性或无效性不会使整个协议不可执行或无效，在此情况下，应当在适用法律或适用法院及仲裁裁决的范围内变更和解释该条款，以解决该条款不可执行或无效的问题。

## 24. Construction 条款的解释

The headings or titles preceding the text of the Sections and Subsections are inserted solely for

convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement. Both parties have participated in the negotiation and drafting of this Agreement. This Agreement is executed in the English language and may be translated into another language for informational purposes only. In the event an ambiguity or question of intent or interpretation arises, the English version of this Agreement shall prevail and this Agreement shall be construed as if drafted by both of the parties and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of the authorship of any of the provisions of this Agreement.

本协议中章节和副章节之前插入的大标题和小标题仅为参考所用，并不构成本协议的一部分，也不影响协议的含义、架构或效力。双方都参与了本协议的谈判和起草。本协议以英文执行，但可能会被翻译成不同语言，该翻译语言仅作为参考所用。如果出现关于意图或解释方面的歧义，则以本协议中的英文版本为准，并且本协议应视为双方共同起草，不得以一方为本协议的作者为由，推定该方对本协议负有举证责任或对该方不利。

## **25. Notice 通知**

Any notice, consent or other communication required or permitted under this Agreement shall be written in English and shall be deemed given when (a) delivered personally; (b) sent by confirmed facsimile transmission; or (c) sent by commercial courier with written verification of receipt returned to the sender. Notice, consent or other communications (but not service of process) may also be given by e-mail. Rejection or other refusal to accept or the inability to deliver because of changed address or facsimile number of which no notice was given shall be deemed to constitute receipt of the notice, consent or communication sent. Names, addresses and facsimile numbers for notices (unless and until written notice of other names, addresses and facsimile numbers are provided by either or both parties) are provided at the signature page.

本协议要求或允许的任何通知、同意或其他沟通均应以英文书写，并应在以下情况下视为送达：

（a）亲自送达；（b）由经确认的传真送达；或（c）由商业快递送达并已将书面收据返还给发件人。通知、同意或其他沟通（但不包括服务流程）也可经由电子邮件送达。因未经提前通知而变更地址或传真号码而导致的拒收或无法送达将被视为通知已送达。签字页提供了可收到通知的姓名、地址和传真号码（除非任一方或双方书面提供其他可收取通知的姓名、地址和传真号码）。

## **26. Entire Agreement; Modifications; No Waiver; Counterparts and Survival 完整协议；修改；权利放弃；副本与遗留**

This Agreement and any Exhibit attached hereto (which is specifically incorporated herein by this reference) contain the full and entire agreement between the parties with respect to the subject matter hereof. It supersedes all prior negotiations, representations and proposals, written or otherwise, relating to its subject matter. Any modifications, revisions or amendments to this Agreement must be set forth in a writing signed by authorized representatives of both parties. Distributor acknowledges and agrees that



any failure on the part of Supplier to enforce at any time or for any period of time, any of the provisions of this Agreement shall not be deemed or construed to be a waiver of such provisions or of the right of Supplier thereafter to enforce each and every provision. This Agreement may be made in several counterparts, each of which shall be deemed an original. The provisions of this Agreement that, by express terms of this Agreement, will not be fully performed during the term of this Agreement, shall survive the termination of this Agreement to the extent applicable.

本协议及其随附的任何附件（在此协议中引用到的）构成了双方有关此主题的完整全部协议。本协议取代了所有此前与此主题相关的书面或其他谈判、陈述和提议。任何针对本协议的修改、修订或修正必须由双方代表以签署书面文件的形式提出。经销商承认并同意，供应商在任何时间或任何一段时间内未能执行本协议中的某些规定，不代表供应商放弃了这些规定或放弃了未来执行任意一项规定的权利。本协议可建立多份副本，每一份都应被视为原始协议。本协议内明确规定的不能在协议有效期内充分履行的条款，在本协议终止后将仍在适用范围内有效。

## **27. Prevailing Language适用语言**

This Agreement is made in English with Chinese translation. In the event of a dispute as to the terms of this Agreement the English version shall prevail.

本协议由英语撰写并附有中文翻译。如有歧义，本协议以英语为准。

## **28. SIGNATURE PAGE TO FOLLOW**

This Agreement is entered into as of the day and year first written above.

以下为签字页，本协议于上述写明的日期和年份签订。

V.C.  
VC

**IN WITNESS WHEREOF** the parties have caused this Exclusive Distribution Agreement to be executed and delivered by their duly authorized representatives.

兹证明，双方同意由其授权代表签署并交付此独家经销协议。

Supplier Company:

供应商:

By:

签署人姓名:

Title:

职位:

Signature:

签字:

Address:

地址:

Fax:


传真:

Email:

电子邮箱:

Distributor Company:

经销商:

By:   
vic cao (Oct 27, 2022 17:04 EDT)

签署人姓名:

Title:

职位:

Signature:   
vic cao (Oct 27, 2022 17:04 EDT)

签字:

Address:

地址:

Fax:

传真:

Email:

电子邮箱:






# Exclusive Distribution Agreement - FL 18-Miami-Dade

Final Audit Report

2022-10-27

Created:	2022-10-27
By:	celine meng (celinezhang1102@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA2z0ct-tqAyNSzop-5YigW45A05B96yuc

## "Exclusive Distribution Agreement - FL 18-Miami-Dade" History

-  Document created by celine meng (celinezhang1102@gmail.com)  
2022-10-27 - 6:36:29 PM GMT- IP address: 104.136.156.213
-  Document emailed to vic cao (viccaous@gmail.com) for signature  
2022-10-27 - 7:17:13 PM GMT
-  Email viewed by vic cao (viccaous@gmail.com)  
2022-10-27 - 7:26:38 PM GMT- IP address: 66.249.88.165
-  Document e-signed by vic cao (viccaous@gmail.com)  
Signature Date: 2022-10-27 - 9:04:44 PM GMT - Time Source: server- IP address: 108.200.234.132
-  Agreement completed.  
2022-10-27 - 9:04:44 PM GMT

# EXHIBIT 4



## Area Distribution Agreement 地区经销协议

THIS EXCLUSIVE DISTRIBUTION AGREEMENT (this "Agreement" or this Area Distribution Agreement) is entered into effective as of 10/28/2022 (the "Effective Date") by and between FL Happy Appliances Inc ("Supplier") and \_\_\_\_\_ ("Distributor"). Either Supplier or Distributor is individually referred as "Party" and both the Supplier and the Distributor are collectively referred to as the "Parties" in this Agreement. The parties agree as follows:

本独家经销协议（以下简称本“协议”或本独家经销协议）由FL Happy Appliances Inc【供应商公司】（以下简称“供应商”）和 \_\_\_\_\_【经销商公司】（以下简称“经销商”）同意于10/28/2022【生效日期】（以下简称“生效日期”）起生效。供应商或经销商单独称为“一方”，供应商和经销商在本协议中统称为“双方”。双方同意如下：

### 1. Appointment 经销区域的指定

a. Subject to the terms and conditions of this Exclusive Distribution Agreement, Supplier appoints Distributor, and Distributor accepts such appointment and agrees to act as Supplier's exclusive distributor of the Supplier Products (defined below) within the geographical territory defined as follows (the "Territory"):

在遵守本独家经销协议条款和条件的前提下，供应商指定经销商，并且经销商同意在以下地理区域（以下简称“区域”）担任供应商所销产品（定义如下）的独家经销商：

Distributor's exclusive distributing area: [Territory] Broward County

经销商的独家经销地区：【经销区域】 Broward County

b. Distributor agrees to exercise its best efforts to (a) promote the sale of and obtain orders for the Supplier Products in the Territory; (b) abide by Supplier's policies and procedures with regard to the purchase, sale and support of Supplier Products; and (c) conduct its business in a manner that reflects favorably at all times on the Supplier Products and the good name, goodwill and reputation of Supplier or its affiliates. Distributor acknowledges and agrees that it has no rights or claims of any type to the Supplier Products, or any aspect thereof, except such rights as are created by this Exclusive Distribution Agreement. Distributor agrees that it shall not and is not authorized to promote, resell, deliver, install, service or otherwise support the Supplier Products outside of the Territory.

经销商同意尽其最大努力做到如下几条：（a）在该经销区推广供应商的商品并获得订单；（b）遵守供应商对购买、销售以及产品售后服务的要求和程序；以及（c）在任何情况下都要以对供应商的产品、商誉和声誉有利的方式开展业务。供应商承认并同意，除本独家经销协议所规定的权利外，经销商对供应商的产品或其他方面均无任何权利或要求。经销商不能也无权在其经销区域

以外的地区推广、转销、交付、安装、提供服务，或以其他方式支持供应商的产品。

## 2. Products and Pricing 产品和定价

Supplier Products consist of the items listed in this Section below, and the purchase price or license fee to Distributor of all Supplier Products delivered pursuant to this Agreement shall be as set forth in this Section below:

供应商的产品由以下本章节所列的产品组成，供应商根据本协议所交付给经销商的产品购入价以及授权费也在本章节进行阐述：

- a. “Top Air” range hood. Supplier owns or is licensed to use the “Top Air” brand name and the range hood’s exclusive rights to sell in North America. (i) Distributor shall pay Supplier a one-time non-refundable license fee \$ 29295 for the exclusive rights to sell the range hood in the Territory when this Agreement is executed by both Parties; (ii) Distributor shall follow Distributor’s retail pricing guideline; (iii) Distributor shall order the range hood annually and shall pay each order in full.

“Top Air” 抽油烟机。供应商拥有或者被授权使用 “Top Air” 的品牌名称以及该抽油烟机在北美地区的独家销售权。（i）按照本协议的规定，经销商应向供应商在本协议生效后立即支付一次性的授权费 \$ 29295，以获得在该经销区域出售抽油烟机的独家经销权。此授权费在本协议签署后将不予退还。（ii）经销商应当遵守经销商的零售定价准则；（iii）供应商应每年订购抽油烟机并一次性付清每次的订单费用。

- b. Other Appliances. Distributor has exclusive right to sell certain home appliance products from Supplier, such as the Home Depot within 48 hour returned LG appliances or GE AS-IS appliances or any other new or used brand name appliances. Supplier sells the appliances to Distributor at a price which is agreed by both Parties and is below Supplier’s wholesale price for non-exclusive distributors. The appliances do not have factory warranty and any third-party warranty to the Distributor’s customers shall be from the Supplier’s designated vendors. Distributor may receive a portion of the warranty fees collected as its commission. Distributor is prohibited from selling appliances purchased from sources other than Supplier’s.

其他电器。经销商有权销售供应商的某些家用电器，例如从 Home Depot 48 小时内退回的 LG 电器，GE 的 AS-IS 电器，以及一些其他电器。供应商以双方同意的低于非加盟商批发价的价格将这些电器销售给经销商。这些电器没有原厂保修，经销商客户获得的第三方保修应来自供应商指定的商家。经销商可以获得一部分保修费用作为佣金。禁止经销商销售从供应商以外的渠道购买的电器。

- c. Distributor shall order no less than 8 per year for “Top Air” range hood and no less than 55 per month for Other Appliances (“Minimum Purchase”) required by the Supplier when this Agreement is executed. The Minimum Purchase amount is subject to change and adjustment at Supplier’s sole discretion at any time upon a 30-day written notice.

经销商应在本协议执行时订购每年不少于\_\_8\_\_ “Top Air” 抽油烟机， 和每月不少于\_\_55\_\_的其他电器（“最低采购量”）。 供应商可随时自行决定更改和调整最低采购量， 提前 30 天书面通知经销商即可。

- d. The Distributor shall at its own costs and expenses, subscribe to the computer systems or commercial developed systems designated by Supplier for sales tracking, resource planning, inventory monitoring purposes, and facilitating communications.

经销商应自费使用指定的与销售相关的第三方办公通讯和销售软件，以实现销售跟踪，资源规划，库存监控，和信息交流。

### 3. No Competitive Products 非竞争产品

Distributor agrees that it shall not, during the term of this Agreement, directly or indirectly market, sell, license, promote or solicit orders for any products which are competitive with the Products unless Supplier consents in writing in advance based upon full disclosure of the material facts by Distributor. Distributor further agrees to pay Supplier \$10,000.00 for each occurrence of Distributor's violation of this provision (the "Violation"). The Distributor and the Supplier acknowledge and agree that the sums payable under this provision shall constitute liquidated damages and not penalties and are in addition to all other rights of the Supplier, including the right to call a default. The Parties further acknowledge that (i) the amount of loss or damages likely to be incurred by a Violation is incapable or is difficult to precisely estimate, (ii) the amounts specified in this provision bear a reasonable relationship to, and are not plainly or grossly disproportionate to, the probable loss likely to be incurred in connection with any loss by the Supplier because of the Violation, (iii) one of the reasons for the Supplier and the Distributor reaching an agreement as to such amounts was the uncertainty and cost of litigation regarding the question of actual damages, and (iv) the Supplier and the Distributor are sophisticated business parties and have consulted with sophisticated and able legal counsel and negotiated this Agreement at arm's length.

在本协议期限内，如未经供应商书面同意，经销商不得经营、销售、促销与供应商产品竞争的任何产品。如违反本条款（“违规”），经销商应向供应商对每次违规支付 10,000.00 美元。分销商和供应商承认并同意，根据本条款应付的款项应构成违约赔偿金而非罚款，并且是对供应商所有其他权利的补偿。双方并且同意：(i) 违规所导致的损失金额无法准确预估，(ii) 本条款中规定的金额与经销商的违规而导致的供应商的损失具有合理的关系，并且与供应商的任何损失相称。(iii) 因实际损害赔偿的诉讼成本的不确定性，供应商和分销商就此金额达成协议 (iv) 供应商和经销商是成熟的商业方，双方均已咨询了相关的法律顾问，并在公平的情况下就本协议进行了谈判。

### 4. Representation 陈述

- a. Distributor is a company duly organized, validly existing and in good standing in \_Florida\_, is qualified to do business and in good standing in each jurisdiction located within the Territory and shall remain in compliance with all applicable laws and regulations in the conduct of its business and,

specifically, in its sale of the Products and provision of this Agreement.

经销商是一家在\_\_佛罗里达\_\_州合法组织、有效存续且信誉良好的公司，有资格在经销区域内开展业务并保持良好信誉，并且在开展业务时，特别是销售本协议中的产品时，应遵守所有适用的法律和法规。

- b. Supplier is a \_\_\_\_\_, duly organized, validly existing and in good standing in \_\_Florida\_\_ and is and shall remain in compliance with all applicable laws and regulations in the conduct of its business and, specifically, in its sale of the Products.

供应商是\_\_\_\_\_, 在\_\_佛罗里达\_\_州正式组织、有效存续且信誉良好，并且在开展业务时，特别是在销售产品时，将继续遵守所有适用的法律和法规。

- c. Both Supplier and Distributor have all rights, power, and authority to enter into this Agreement.

供应商和经销商均拥有签订本协议的所有权利、权力和授权。

- d. Neither Party is subject to any pending or threatened litigation or governmental action that could interfere with its performance of this Agreement.

任何一方均不受可能干扰本协议的诉讼或政府行动的约束。

- e. This Agreement is the binding legal obligation of each Party and is enforceable in accordance with its terms.

本协议是各方具有约束力的法律义务，可根据协议条款强制执行。

## 5. Approvals 经营许可

Distributor shall obtain, at its own expense, such approvals, consents, certifications, permits and other authorizations, including all approvals as are required to qualify the Supplier Products for sale and use in the Territory for all purposes, both governmental and non-governmental (collectively, the "Approvals"). Supplier shall not be obligated to deliver any Supplier Products unless and until Distributor provides Supplier with satisfactory evidence that such Approvals have been obtained.

经销商应自费取得相关的批准、同意、证书、许可以及其他授权，包括在经销区域销售和以任何目的使用供应商产品所要求获得的政府和非政府许可（统称为“许可”）。供应商没有义务在经销商提供令人满意的证据，表示已获得上述许可前交付任何供应商的产品。

## 6. Exclusivity 独家经营

Supplier's appointment of Distributor in Section 1 of this Agreement is an exclusive appointment to

distribute the Products in the Territory. Supplier shall not independently advertise, solicit and make sales of Supplier Products, support Supplier Products, or appoint additional distributors for Supplier Products in the Territory. This Paragraph only applies to the "Top Air" range hood in Paragraph 2. Supplier shall have rights to freely and independently advertise, solicit, and make sales of Other Appliances defined in Paragraph 2.

供应商在本协议第一章中指定经销商在该经销区域中独家销售产品。供应商不得在该区域内私自推广、招揽和销售供应商的产品，为供应商的产品提供售后服务，或者指定其他经销商在该经销区域内销售供应商的产品。本独家经营条款只适用于本协议第二章中定义的"Top Air"抽油烟机。供应商有权在该区域内不受限制地推广、招揽和销售供应商在第二章中定义的其他电器产品。

#### 7. Sales Targets 销售目标

If the Distributor's retail store for Supplier's Products has made a profit for 6 consecutive months or the retail store has been opened for more than 18 months, Distributor shall open additional new retail stores in the Territory until the total number of Distributor's retail stores in the Territory reaches 2. If Distributor does not meet this target, Supplier may terminate this Agreement effective immediately upon notice to Distributor.

如果经销商销售供应商产品的零售店连续 6 个月盈利或者该零售店已经开业超过 18 个月，则经销商应当在该经销地区额外开设新的零售店，直到经销商在该地区的零售店总数达到2间零售店。如果经销商不能达到该销售目标，供应商有权在通知经销商后立刻终止本协议。

#### 8. Sales Outside of the Territory 在经销区域外销售

Distributor shall only promote and solicit the sale of Supplier Products in the Territory. Notwithstanding the foregoing sentence, Distributor shall not actively advertise or actively solicit orders for Supplier Products outside of the Territory, including online promotion and advertisement. In the event Distributor receives an order from outside its Territory, Distributor shall work with Supplier to fulfill the order in a manner financially beneficial to Supplier.

经销商应仅在经销区域内推广和拉动供应商产品的销售。在上述规定下，经销商不得在该经销领域外宣传或者接收供应商产品的订单，包括线上的推广和广告。如果经销商收到经销领域外的订单，则经销商应与供应商合作，以供应商盈利的方式完成订单。

#### 9. Payment and Delivery 付款与交货

The purchase price shall be quoted and payable in U.S. dollars to Supplier at the address specified on the invoice. Unless otherwise agreed by the parties in writing, payment shall be made by Distributor before shipment from the Supplier's warehouse. The Supplier Products shall be delivered to Supplier's



designated facilities. Risk of loss for the Supplier Products shall pass upon delivery to Supplier's facilities. If Supplier pays any shipping, insurance or handling costs, such costs will be billed to Distributor and will be reimbursed to Supplier by Distributor.

采购价格应以美元进行报价，并以美元支付到发票上指定的供应商地址。除非双方另有书面协议，否则经销商应在供应商仓库发货之前付款。供应商的产品应当交付到供应商指定的场所。一旦供应商产品交付到供应商的指定场所，供应商产品的损失风险应一并转移给经销商承担。如果供应商支付了任何运输、保险或者处理费用，上述费用将会向经销商收取，经销商应向供应商偿还上述费用。

#### **10. Return of Products 退货**

Within thirty (30) days of receiving the Products, either picked up by the Distributor or delivered by Supplier, at Distributor's expense, to Supplier's designated location, Distributor may, with or without cause, return any of Products with function failures, at Distributor's expense, to Supplier's designated location. The returned Products shall remain in the same condition as received by Distributor when it was picked up or delivered. Otherwise, Supplier is entitled to reject Distributor's return of Products. Distributor shall be responsible for timely inspecting, examining, and testing of the received Products. Distributor is not entitled to return any Products after the 30-day period specified above.

自经销商收到自取或供应商派送产品的 30 天内，经销商可以无条件自费将有功能性问题的产品退回供应商指定的地点。产品退回时需要与经销商收货时的状态一致，否则供应商有权拒绝经销商的退货。从供应商取得产品后，经销商应及时检测收到的产品。在上述规定的 30 天后，经销商无权退回供应商的产品。

#### **11. Promotion and Advertisement 促销与推广**

Supplier shall not post any descriptive literature, advertising materials, and sales promotional materials concerning the Supplier Products without the prior written consent of Supplier. Supplier shall retain ownership of all proprietary rights, including, intellectual property rights to the materials. Distributor will be solely responsible for the accuracy of the materials. Distributor shall at its own cost and expense promptly revise the materials upon notice from Supplier.

未经供应商事先书面同意，经销商不得发布任何与供应商产品相关的描述性文字、推广材料以及促销材料。供应商享有上述材料的一切所有权，包括材料的知识产权。经销商将全权负责材料的准确性。经销商应自费在收到供应商的通知后及时修改材料。

#### **12. Trademarks 商标**

Distributor shall not dispute or contest for any reason whatsoever, directly or indirectly, during the term of this Agreement and thereafter, the validity, ownership or enforceability of any of the trademarks of Supplier or licensed to Supplier (the "Mark"), nor directly or indirectly attempt to acquire or damage the value of

the goodwill associated with any of the Mark, nor counsel, procure or assist any third Party to do any of the foregoing. Distributor shall not institute any proceedings with respect to the Mark either in Distributor's own name or on behalf of Supplier. Distributor shall execute any documents or do any acts that may be required to accomplish the intent of this Section.

在本协议期限内，经销商不得以任何理由直接或间接对供应商的任何商标或供应商授权使用的商标（“商标”）的有效性、所有权或可执行性提出质疑；也不可以试图损害与商标相关的商誉及价值，也不得建议、促使或协助任何第三方进行上述任何行为。经销商不得以自己的名义或代表供应商就商标提起任何诉讼。经销商应签署任何为执行所有本条款的法律文件。

### 13. Confidential Information and Non-Compete 机密信息以及不竞争条款

Supplier may provide Distributor with certain confidential or proprietary information (“Confidential Information”). Confidential Information includes information, whether written, electronic or oral, which Distributor knows or reasonably should know is proprietary, confidential or a trade secret of Supplier, including any and all technical or business information, servicing information, customer lists, pricing information, marketing information, policies, procedures and manuals regarding Supplier's distributors or distribution channels, research and development and other proprietary matter relating to the Supplier Products or business of Supplier. Distributor will refrain from using the Confidential Information except to the extent necessary to exercise its rights or perform its obligations under this Agreement. Distributor will likewise restrict its disclosure of the Confidential Information to those who have a need to know such Confidential Information in order for Distributor to perform its obligations and enjoy its rights under this Agreement. Such persons will be informed of and will agree to the provisions of this Section and Distributor will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them. Upon termination of this Agreement (or earlier, upon request by Supplier), Distributor shall cease to use all Confidential Information and promptly return to Supplier (or destroy, upon request by Supplier) any documents (whether written or electronic) in its possession or under its control that constitutes Confidential Information.

供应商可能向经销商提供某些机密或专有信息（“机密信息”）。机密信息包括经销商知道或理论上应该知道的专有、机密信息或供应商的商业机密，包括任何或所有技术性或商业信息、服务信息、客户清单、定价信息、市场营销信息、政策、流程、有关供应商的经销商或分销渠道的手册、以及有关供应商产品和供应商生意的发展信息，上述信息包括书面、电子或口头信息。除行使其权利或履行其在本协议所规定的义务所必需的范围外，经销商将避免使用上述机密信息。同样，经销商应将机密信息的披露仅限于需要了解此类机密信息的人员，以便经销商履行其在本协议中规定的义务以及享受其权利。上述人员应当被告知并同意本章节的规定，经销商应对上述人员未经授权使用或披露任何机密信息负责。在本协议终止时（或应供应商要求提前终止时），经销商应终止对所有机密信息的使用，并及时归还（或应供应商要求销毁）其持有的所有文件（包括书面和电子版）。

For and in consideration of compliance by the Supplier of the mutual covenants and premises contained in this Agreement, for a period of two (2) years after the date of Termination under this Agreement, Distributor

agrees that it shall not directly or indirectly offer to sell, sell, distribute or otherwise transfer through Distributor or an Affiliate any product which includes the same or similar functionality as any of the Products, except with Supplier's prior written consent.

以供应商遵守在本协议内所载的共同契约和前提为要约，在本协议终止后的两年内，除非有供应商事先书面同意，经销商不得在经销区域内直接或间接提议出售、销售、分销或者任何通过经销商或通过与其他关联公司转让任何与供应商供货的产品相同或具有类似功能的产品。

#### **14. Product Warranty Disclaimer 产品保修免责声明**

EXCEPT AS PROVIDED IN THIS SECTION, SUPPLIER MAKES NO OTHER WARRANTY, PROMISE OR OBLIGATION WITH RESPECT TO THE SUPPLIER PRODUCTS, THEIR USE, REPAIR OR PERFORMANCE. SUPPLIER DISCLAIMS ANY WARRANTY, PROMISE OR OBLIGATION THAT THE SUPPLIER PRODUCTS SHALL BE FIT FOR ANY PARTICULAR USE OR PURPOSE, REGARDLESS OF WHETHER SUCH USE OR PURPOSE IS MADE KNOWN TO SUPPLIER OR NOT. SUPPLIER DISCLAIMS ANY WARRANTY, PROMISE OR OBLIGATION THAT THE SUPPLIER PRODUCTS CONFORM TO ANY SAMPLES OR MODELS. SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES, PROMISES AND OBLIGATIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES, PROMISES AND OBLIGATIONS ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

除本章节的规定外，供应商不对供应商产品的使用、维修及性能做出任何保证、承诺或义务。供应商不保证供应商产品应适合某种特定用途或目的，并对此不存在任何保证、承诺、或承担义务，不论该用途或目的是否已被告知供应商。供应商不保证其供应商产品符合任何样品或型号，并对此不存在任何保证、承诺、或承担义务。供应商在此声明不承担所有其他的明示、暗示、或法定的担保、承诺和义务，包括在交易过程中或产品使用过程中产生的任何保证、承诺和义务。

#### **15. Term and Termination 期限与终止**

The term of this Agreement shall commence as of the Effective Date and either party may terminate this Agreement as follows: (a) Immediately upon Supplier's 15 days prior notice if Distributor is found to mispresent the Other Appliances' condition to the customers, modify Products without Supplier's permission, violate any Federal, State, and local laws and regulations, including but not limited to the tax laws, or operate business without integrity and/or deceive its customers; (b) Immediately, by one party's notice for any breach or default of this Agreement by the other party which has not been cured within 30 days after the delivery of notice thereof to the party alleged to be in breach, specifying with particularity the condition, act, omission or course of conduct asserted to constitute such breach or default; (c) Immediately, upon the dissolution, insolvency or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other party or if the other party ceases to conduct business in the ordinary or normal course; (d) Immediately, if required by law or by any rule, regulation, order, decree, judgment or other governmental act of any governmental authority; or (e) Immediately by Supplier if Supplier reasonably suspects that Distributor breached any of its obligations of confidentiality or

protection of Supplier's proprietary rights. (f) Immediately by Supplier if Distributor fails to open its retail store for business 180 days after this Agreement is executed or fails to use its best commercial effort to promote Products; (g) Immediately by Supplier if Distributor failed to follow Supplier's instruction and use the sales system or the software designated by Supplier; (h) Immediately by Supplier if Distributor is selling products from vendors other than Supplier; (j) Immediately, if Supplier's Product supply is interrupted; or (k) Distributor fails to execute any amendment or addendum to this Agreement; (i) Immediately, if Distributor misrepresents its store's income and loss, revenue, or performance.

本协议的期限始于生效日，任意一方可按以下方式终止本协议：（a）如果经销商被发现误导客户其他电器的状况，未经供应商同意改装产品，违反联邦，所在州和当地的法律（包括税法），经营无诚信并欺诈客户，供应商可以提前 15 天发出通知要求立刻终止协议；（b）如一方违约或不能履行协议，并在收到另一方列举其违约或不能履行合约的条件、行为、不作为、或者过程通知书的 30 天内未能做出整改，另一方可立即终止协议；（c）如一方解散、无力偿债或被裁定破产，或按债权人要求转让财产或停止正常的经营业务，另一方可立刻要求终止协议；（d）如法律要求，或依照任何条例、法规、法令或其他政府机构发出的指令要求终止，则任何一方可立刻终止协议；（e）如供应商有合理的理由怀疑经销商违反了任何其保密义务或对供应商所有权的保护，则供应商可提出立刻终止协议；（f）如果经销商在本合同签署后的 180 内没有开业或者经销商没有尽力推销产品，则供应商可提出立刻终止协议；（g）如果经销商不按照供应商的要求使用供应商指定的系统/软件；（h）如果经销商销售了非供应商处购买的产品；（j）如果供应商的货源被中断；（k）如果经销商不签署本协议的任何新增修正和附属文件。（i）如果经销商对其零售店的收益和经营状况提供了虚假陈述。

## 16. Effect of Termination 合同终止的影响

Upon notice of termination of this Agreement for any reason, the following provisions shall apply: (a) Supplier shall have the right to immediately appoint another distributor to serve existing customers and continue sales efforts in the Territory; (b) Supplier may continue to fill any orders from Distributor that have been accepted by Supplier prior to the termination of this Agreement under the terms and conditions of this Agreement; (c) All outstanding balances owed by Distributor to Supplier shall become immediately due and payable to Supplier; (d) Both parties shall at all times thereafter refrain from any conduct that would be inconsistent with or likely to cause confusion with respect to the nature of their business relationship; (e) All rights granted to Distributor under this Agreement shall cease, and where appropriate, revert to Supplier; and (f) Supplier, in its sole discretion, shall have the right, but shall in no way be obligated (unless otherwise required by law), to inspect and repurchase all or any quantity of the Supplier Products then owned or ordered by Distributor at the lesser of (i) the original price paid by Distributor for such Supplier Products, or (ii) at the then-current price to Distributor, and under both (i) or (ii), less any applicable costs and expenses. Supplier shall have the right to assign such option to repurchase to any other person whom it may designate. No consideration or indemnity shall be payable to Distributor either for loss of profit, goodwill, customers or other like or unlike items, nor for advertising costs, costs of samples or supplies, costs to startup, open or operate the retail stores, termination of employees, employees' salaries and other like or unlike items. In no event shall Distributor continue to represent itself as a Supplier distributor or representative after termination of this Agreement.



Supplier shall have no liability to Distributor by reason of any termination by Supplier. Distributor shall indemnify and hold harmless Supplier from and against any and all liability, loss, damages and costs (including reasonable attorneys' fees) arising out of any claim by Distributor or any third party standing in the right of Distributor to any right of entitlement contrary to the express terms of this Section.

任意一方因任何原因收到终止本协议的通知后，应遵守以下规定：（a）供应商有权立即指定其他经销商服务现有客户，并继续在该经销领域内开展销售工作；（b）根据本协议的条款及条件，供应商可以继续履行本协议终止前接受的来自经销商的订单；（c）所有经销商应付给供应商的未偿余额将立即到期并支付给供应商；（d）协议终止后，双方应始终避免任何与其业务关系性质不一致或可能造成误会的行为；（e）在本协议中授予经销商的所有权利应停止，并在适当情况下归还给供应商；（f）供应商有权酌情决定（除法律另有要求外）检查并回购所有或部分经销商当时持有或订购的供应商产品，回购价格参考：（i）经销商此前购买上述供应商产品的原始价格；或（ii）以当下市场价格支付；以这两者较低者为准，并减去任何适用的费用和成本。供应商有权将此回购权转让给任何其指定的其他人。对于经销商损失的利润、商誉、客户或其他类似及不类似的损失，或者广告费、样品费、开店或者经营零售店的费用、员工解雇、员工工资及其他类似及不类似的损失，供应商均不向经销商支付报酬或赔偿。在协议终止后，经销商在任何情况下不得继续自称其为供应商的经销商或者代表。

供应商不对由于其终止合同而对经销商产生的任何后果承担责任。经销商应赔偿供应商因经销商或任何代表经销商的第三方提出与本章节中提出的任何权利与明示条款不符的索赔而引起的任何责任、损失、损害和费用（包括合理的律师费用）。

#### **17. Indemnification 赔偿**

Distributor agrees to indemnify and hold Supplier harmless from any and all actions, awards, claims, losses, damages, costs and expenses (including reasonable attorneys' fees) attributable to Distributor's breach of this Agreement or to any negligent, grossly negligent, willful or unlawful acts or omissions of Distributor, its employees, officers, agents, subcontractors, dealers or representatives.

经销商同意赔偿并保证供应商免受以下损失：因经销商及其雇员、管理人员、代理商、分包商、分销商以及代理所做出的违反本协议或任何过失、严重过失、故意或非法行为、及疏漏所引起的任何和所有行为、裁决、索赔、损失、损害、成本和费用（包括合理的律师费用）。

#### **18. Relationship of the Parties 双方关系**

Distributor is an independent contractor and not an employee, agent, affiliate, partner or joint venture with or of Supplier. Neither Distributor nor Supplier shall have any right to enter into any contracts or commitments in the name of, or on behalf of the other or to bind the other in any respect whatsoever, except insofar as is allowed by this Agreement.



经销商是独立的承包商，并非供应商的雇员、代理、连属公司、合作伙伴或合作企业。除非本协议允许的情况下，经销商或供应商均无权代表或以对方的名义签订任何合同或做出承诺，或在任何方面约束对方。

#### 19. Force Majeure 不可抗力

Neither party shall be liable in the event that its performance of this Agreement is prevented, or rendered so difficult or expensive as to be commercially impracticable, by reason of an Act of God, labor dispute, unavailability of transportation, goods or services, governmental restrictions or actions, war (declared or undeclared) or other hostilities, or by any other event, condition or cause which is not foreseeable on the Effective Date and is beyond the reasonable control of the party. In the event of non-performance or delay in performance attributable to any such causes, the period allowed for performance of the applicable obligation under this Agreement will be extended for a period equal to the period of the delay. In the event that the performance of a party is delayed for more than 6 months, the other party shall have the right, which shall be exercisable for so long as the cause of such delay shall continue to exist, to terminate this Agreement without liability for such termination.

如果在协议有效期内由于天灾、劳资纠纷、运输、商品或服务不可用、政府限制、战争（宣布的或未宣布的）或其他敌对行动或不可预见的事件、条件或原因而导致超出双方合理控制范围内无法履行本协议，或因商业上的不可行导致履行本协议变得艰难或昂贵，则双方均不需对该事件负责。如果由于发生上述事件导致协议未能履行或延迟履行，则本协议内规定的适用义务履行允许期限则根据延迟期限进行相应的延长。如果任意一方超过 6 个月未能履行协议，而且导致延迟的原因还在持续的情况下，另一方可以单方面终止合约，并不需承担任何责任。

#### 20. Limitation of Liability 责任范围

SUPPLIER SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OR FOR ANY LOST PROFITS, LOST SAVINGS OR LOSS OF REVENUES SUFFERED BY DISTRIBUTOR ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE SALE, DISTRIBUTION OR USE OF SUPPLIER PRODUCTS. DISTRIBUTOR SHALL INDEMNIFY SUPPLIER AND HOLD IT HARMLESS FROM ANY CLAIMS, DEMANDS, LIABILITIES, SUIT OR EXPENSES OF ANY KIND ARISING OUT OF THE SALE, SUBLICENSE OR USE OF SUPPLIER PRODUCTS IN THE TERRITORY OR BY DISTRIBUTOR'S CUSTOMERS. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

供应商对任何经销商因本协议或销售、分销或适用经销商产品而造成的非直接、特殊、示范性的、偶发性的或偶发性的损失或损坏，或任何利润损失、储蓄损失、或收入损失概不负责。经销商应赔偿供应商并使其免受由在该经销区域内销售、再授权或使用供应商产品或经销商的客户引起的任何索赔、要求、责任、诉讼或费用的损害。本章节在协议因任何原因终止后将继续有效。

## **21. Governing Law 适用法律**

This Agreement shall be governed in all respect by the laws of the State of California, USA, which shall be applied without reference to any conflict-of-laws rule under which different law might otherwise be applicable. Venue for any lawsuits brought by the parties to this Agreement against each other regarding or because of this Agreement shall be proper only in Los Angeles, California State Court or the United States District Court for the Central District of California. Distributor hereby submits itself to the exclusive jurisdiction of said courts and consents to service of process by confirmed facsimile transmission or commercial courier (with written verification of receipt returned to the sender).

本协议应在所有方面受美国加利福尼亚州的法律管辖，该法律适用于在该州订立和履行的合同，不考虑其法律冲突原则。在此提起的任何诉讼均应在位于加利福尼亚州洛杉矶的州法院或联邦法院提起。经销商特此服从上述法院的专属管辖权，并同意通过经确认的传真或商业快递送达流程（并向发送人返还书面收据确认）。

## **22. Assignment and Delegation 转让和委托**

Distributor shall have no right to assign any of its rights or delegate its obligations under this Agreement without the prior written consent of Supplier. Any assignment or delegation attempted without such written consent shall be void and of no legal effect whatsoever. This Agreement shall be binding upon the parties' respective successors and permitted assigns.

未经供应商事先书面同意，经销商无权转让其在本协议规定下的任何权利或委托其义务。任何未经上述书面同意的转让或委托均为无效，且不具备任何法律效力。本协议对双方各自的继承人和允许的受让人具有约束力。

## **23. Severability 可分性**

In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court or arbitration decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provisions shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court or arbitration decision.

如果本协议的任何条款在任何法律下不可执行或无效，或被使用法院或仲裁裁决无效，则这种不可执行性或无效性不会使整个协议不可执行或无效，在此情况下，应当在适用法律或适用法院及仲裁裁决的范围内变更和解释该条款，以解决该条款不可执行或无效的问题。

## **24. Construction 条款的解释**

The headings or titles preceding the text of the Sections and Subsections are inserted solely for

convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement. Both parties have participated in the negotiation and drafting of this Agreement. This Agreement is executed in the English language and may be translated into another language for informational purposes only. In the event an ambiguity or question of intent or interpretation arises, the English version of this Agreement shall prevail and this Agreement shall be construed as if drafted by both of the parties and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of the authorship of any of the provisions of this Agreement.

本协议中章节和副章节之前插入的大标题和小标题仅为参考所用，并不构成本协议的一部分，也不影响协议的含义、架构或效力。双方都参与了本协议的谈判和起草。本协议以英文执行，但可能会被翻译成不同语言，该翻译语言仅作为参考所用。如果出现关于意图或解释方面的歧义，则以本协议中的英文版本为准，并且本协议应视为双方共同起草，不得以一方为本协议的作者为由，推定该方对本协议负有举证责任或对该方不利。

## **25. Notice 通知**

Any notice, consent or other communication required or permitted under this Agreement shall be written in English and shall be deemed given when (a) delivered personally; (b) sent by confirmed facsimile transmission; or (c) sent by commercial courier with written verification of receipt returned to the sender. Notice, consent or other communications (but not service of process) may also be given by e-mail. Rejection or other refusal to accept or the inability to deliver because of changed address or facsimile number of which no notice was given shall be deemed to constitute receipt of the notice, consent or communication sent. Names, addresses and facsimile numbers for notices (unless and until written notice of other names, addresses and facsimile numbers are provided by either or both parties) are provided at the signature page.

本协议要求或允许的任何通知、同意或其他沟通均应以英文书写，并应在以下情况下视为送达：

（a）亲自送达；（b）由经确认的传真送达；或（c）由商业快递送达并已将书面收据返还给发件人。通知、同意或其他沟通（但不包括服务流程）也可经由电子邮件送达。因未经提前通知而变更地址或传真号码而导致的拒收或无法送达将被视为通知已送达。签字页提供了可收到通知的姓名、地址和传真号码（除非任一方或双方书面提供其他可收取通知的姓名、地址和传真号码）。

## **26. Entire Agreement; Modifications; No Waiver; Counterparts and Survival 完整协议；修改； 权利放弃；副本与遗留**

This Agreement and any Exhibit attached hereto (which is specifically incorporated herein by this reference) contain the full and entire agreement between the parties with respect to the subject matter hereof. It supersedes all prior negotiations, representations and proposals, written or otherwise, relating to its subject matter. Any modifications, revisions or amendments to this Agreement must be set forth in a writing signed by authorized representatives of both parties. Distributor acknowledges and agrees that

any failure on the part of Supplier to enforce at any time or for any period of time, any of the provisions of this Agreement shall not be deemed or construed to be a waiver of such provisions or of the right of Supplier thereafter to enforce each and every provision. This Agreement may be made in several counterparts, each of which shall be deemed an original. The provisions of this Agreement that, by express terms of this Agreement, will not be fully performed during the term of this Agreement, shall survive the termination of this Agreement to the extent applicable.

本协议及其随附的任何附件（在此协议中引用到的）构成了双方有关此主题的完整全部协议。本协议取代了所有此前与此主题相关的书面或其他谈判、陈述和提议。任何针对本协议的修改、修订或修正必须由双方代表以签署书面文件的形式提出。经销商承认并同意，供应商在任何时间或任何一段时间内未能执行本协议中的某些规定，不代表供应商放弃了这些规定或放弃了未来执行任意一项规定的权利。本协议可建立多份副本，每一份都应被视为原始协议。本协议内明确规定的不能在协议有效期内充分履行的条款，在本协议终止后将仍在适用范围内有效。

## **27. Prevailing Language适用语言**

This Agreement is made in English with Chinese translation. In the event of a dispute as to the terms of this Agreement the English version shall prevail.

本协议由英语撰写并附有中文翻译。如有歧义，本协议以英语为准。

## **28. SIGNATURE PAGE TO FOLLOW**

This Agreement is entered into as of the day and year first written above.

以下为签字页，本协议于上述写明的日期和年份签订。

Y.C.  
VC



**IN WITNESS WHEREOF** the parties have caused this Exclusive Distribution Agreement to be executed and delivered by their duly authorized representatives.

兹证明，双方同意由其授权代表签署并交付此独家经销协议。

Supplier Company:

Distributor Company:

供应商:


经销商:

By:

By:

签署人姓名:

签署人姓名:

  
vic cao (Oct 27, 2022 17:02 EDT)

Title:

Title:

职位:


职位:

Signature:

Signature:

签字:

签字:

  
vic cao (Oct 27, 2022 17:02 EDT)

Address:

Address:

地址:

地址:

Fax:

Fax:

传真:

传真:

Email:

Email:

电子邮箱:

电子邮箱:

# Exclusive Distribution Agreement - FL 2-16-Broward

Final Audit Report

2022-10-27

Created:	2022-10-27
By:	celine meng (celinezhang1102@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAA5MWOFvJd3sN-nHuKrFPcZhldvQS4QDRn

## "Exclusive Distribution Agreement - FL 2-16-Broward" History






-  Document created by celine meng (celinezhang1102@gmail.com)  
2022-10-27 - 6:25:25 PM GMT- IP address: 104.136.156.213
-  Document emailed to vic cao (viccaous@gmail.com) for signature  
2022-10-27 - 6:30:21 PM GMT
-  Email viewed by vic cao (viccaous@gmail.com)  
2022-10-27 - 6:30:25 PM GMT- IP address: 66.249.88.173
-  Document e-signed by vic cao (viccaous@gmail.com)  
Signature Date: 2022-10-27 - 9:02:03 PM GMT - Time Source: server- IP address: 108.200.234.132
-  Agreement completed.  
2022-10-27 - 9:02:03 PM GMT

EXHIBIT 5

## Area Distribution Agreement 地区经销协议

THIS EXCLUSIVE DISTRIBUTION AGREEMENT (this "Agreement" or this Area Distribution Agreement) is entered into effective as of 10/28/2022 (the "Effective Date") by and between FL Happy Appliances Inc ("Supplier") and \_\_\_\_\_ ("Distributor"). Either Supplier or Distributor is individually referred to as "Party" and both the Supplier and the Distributor are collectively referred to as the "Parties" in this Agreement. The parties agree as follows:

本独家经销协议（以下简称本“协议”或本独家经销协议）由FL Happy Appliances Inc【供应商公司】（以下简称“供应商”）和 \_\_\_\_\_【经销商公司】（以下简称“经销商”）同意于10/28/2022【生效日期】（以下简称“生效日期”）起生效。供应商或经销商单独称为“一方”，供应商和经销商在本协议中统称为“双方”。双方同意如下：

### 1. Appointment 经销区域的指定

a. Subject to the terms and conditions of this Exclusive Distribution Agreement, Supplier appoints Distributor, and Distributor accepts such appointment and agrees to act as Supplier's exclusive distributor of the Supplier Products (defined below) within the geographical territory defined as follows (the "Territory"):

在遵守本独家经销协议条款和条件的前提下，供应商指定经销商，并且经销商同意在以下地理区域（以下简称“区域”）担任供应商所销产品（定义如下）的独家经销商：

Distributor's exclusive distributing area: [Territory] Palm Beach County

经销商的独家经销地区：【经销区域】 Palm Beach County

b. Distributor agrees to exercise its best efforts to (a) promote the sale of and obtain orders for the Supplier Products in the Territory; (b) abide by Supplier's policies and procedures with regard to the purchase, sale and support of Supplier Products; and (c) conduct its business in a manner that reflects favorably at all times on the Supplier Products and the good name, goodwill and reputation of Supplier or its affiliates. Distributor acknowledges and agrees that it has no rights or claims of any type to the Supplier Products, or any aspect thereof, except such rights as are created by this Exclusive Distribution Agreement. Distributor agrees that it shall not and is not authorized to promote, resell, deliver, install, service or otherwise support the Supplier Products outside of the Territory.

经销商同意尽其最大努力做到如下几条：（a）在该经销区推广供应商的商品并获得订单；（b）遵守供应商对购买、销售以及产品售后服务的要求和程序；以及（c）在任何情况下都要以对供应商的产品、商誉和声誉有利的方式开展业务。供应商承认并同意，除本独家经销协议所规定的权利外，经销商对供应商的产品或其他方面均无任何权利或要求。经销商不能也无权在其经销区域

以外的地区推广、转销、交付、安装、提供服务，或以其他方式支持供应商的产品。

## 2. Products and Pricing 产品和定价

Supplier Products consist of the items listed in this Section below, and the purchase price or license fee to Distributor of all Supplier Products delivered pursuant to this Agreement shall be as set forth in this Section below:

供应商的产品由以下本章节所列的产品组成，供应商根据本协议所交付给经销商的产品购入价以及授权费也在本章节进行阐述：

- a. “Top Air” range hood. Supplier owns or is licensed to use the “Top Air” brand name and the range hood’s exclusive rights to sell in North America. (i) Distributor shall pay Supplier a one-time non-refundable license fee \$\_\_22382\_\_ for the exclusive rights to sell the range hood in the Territory when this Agreement is executed by both Parties; (ii) Distributor shall follow Distributor’s retail pricing guideline; (iii) Distributor shall order the range hood annually and shall pay each order in full.

“Top Air” 抽油烟机。供应商拥有或者被授权使用 “Top Air” 的品牌名称以及该抽油烟机在北美地区的独家销售权。（i）按照本协议的规定，经销商应向供应商在本协议生效后立即支付一次性的授权费 \$\_\_22382\_，以获得在该经销区域出售抽油烟机的独家经销权。此授权费在本协议签署后将不予退还。（ii）经销商应当遵守经销商的零售定价准则；（iii）供应商应每年订购抽油烟机并一次性付清每次的订单费用。

- b. Other Appliances. Distributor has exclusive right to sell certain home appliance products from Supplier, such as the Home Depot within 48 hour returned LG appliances or GE AS-IS appliances or any other new or used brand name appliances. Supplier sells the appliances to Distributor at a price which is agreed by both Parties and is below Supplier’s wholesale price for non-exclusive distributors. The appliances do not have factory warranty and any third-party warranty to the Distributor’s customers shall be from the Supplier’s designated vendors. Distributor may receive a portion of the warranty fees collected as its commission. Distributor is prohibited from selling appliances purchased from sources other than Supplier’s.

其他电器。经销商有权销售供应商的某些家用电器，例如从 Home Depot 48 小时内退回的 LG 电器，GE 的 AS-IS 电器，以及一些其他电器。供应商以双方同意的低于非加盟商批发价的价格将这些电器销售给经销商。这些电器没有原厂保修，经销商客户获得的第三方保修应来自供应商指定的商家。经销商可以获得一部分保修费用作为佣金。禁止经销商销售从供应商以外的渠道购买的电器。

- c. Distributor shall order no less than \_\_5\_\_ per year for “Top Air” range hood and no less than \_\_\_\_55\_\_\_\_ per month for Other Appliances (“Minimum Purchase”) required by the Supplier when this Agreement is executed. The Minimum Purchase amount is subject to change and adjustment at Supplier’s sole discretion at any time upon a 30-day written notice.



经销商应在本协议执行时订购每年不少于\_\_5\_\_ “Top Air” 抽油烟机， 和每月不少于\_\_55\_\_的其他电器（“最低采购量”）。 供应商可随时自行决定更改和调整最低采购量， 提前 30 天书面通知经销商即可。

- d. The Distributor shall at its own costs and expenses, subscribe to the computer systems or commercial developed systems designated by Supplier for sales tracking, resource planning, inventory monitoring purposes, and facilitating communications.

经销商应自费使用指定的与销售相关的第三方办公通讯和销售软件，以实现销售跟踪，资源规划，库存监控，和信息交流。

### 3. No Competitive Products 非竞争产品

Distributor agrees that it shall not, during the term of this Agreement, directly or indirectly market, sell, license, promote or solicit orders for any products which are competitive with the Products unless Supplier consents in writing in advance based upon full disclosure of the material facts by Distributor. Distributor further agrees to pay Supplier \$10,000.00 for each occurrence of Distributor's violation of this provision (the "Violation"). The Distributor and the Supplier acknowledge and agree that the sums payable under this provision shall constitute liquidated damages and not penalties and are in addition to all other rights of the Supplier, including the right to call a default. The Parties further acknowledge that (i) the amount of loss or damages likely to be incurred by a Violation is incapable or is difficult to precisely estimate, (ii) the amounts specified in this provision bear a reasonable relationship to, and are not plainly or grossly disproportionate to, the probable loss likely to be incurred in connection with any loss by the Supplier because of the Violation, (iii) one of the reasons for the Supplier and the Distributor reaching an agreement as to such amounts was the uncertainty and cost of litigation regarding the question of actual damages, and (iv) the Supplier and the Distributor are sophisticated business parties and have consulted with sophisticated and able legal counsel and negotiated this Agreement at arm's length.

在本协议期限内，如未经供应商书面同意，经销商不得经营、销售、促销与供应商产品竞争的任何产品。如违反本条款（“违规”），经销商应向供应商对每次违规支付 10,000.00 美元。分销商和供应商承认并同意，根据本条款应付的款项应构成违约赔偿金而非罚款，并且是对供应商所有其他权利的补偿。双方并且同意：(i) 违规所导致的损失金额无法准确预估，(ii) 本条款中规定的金额与经销商的违规而导致的供应商的损失具有合理的关系，并且与供应商的任何损失相称。(iii) 因实际损害赔偿的诉讼成本的不确定性，供应商和分销商就此金额达成协议 (iv) 供应商和经销商是成熟的商业方，双方均已咨询了相关的法律顾问，并在公平的情况下就本协议进行了谈判。

### 4. Representation 陈述

- a. Distributor is a company duly organized, validly existing and in good standing in \_Florida\_, is qualified to do business and in good standing in each jurisdiction located within the Territory and shall remain in compliance with all applicable laws and regulations in the conduct of its business and,

specifically, in its sale of the Products and provision of this Agreement.

经销商是一家在 \_佛罗里达\_ 州合法组织、有效存续且信誉良好的公司，有资格在经销区域内开展业务并保持良好信誉，并且在开展业务时，特别是销售本协议中的产品时，应遵守所有适用的法律和法规。

- b. Supplier is a \_\_\_\_\_, duly organized, validly existing and in good standing in \_\_Florida\_\_ and is and shall remain in compliance with all applicable laws and regulations in the conduct of its business and, specifically, in its sale of the Products.

供应商是\_\_\_\_\_, 在\_\_佛罗里达\_ 州正式组织、有效存续且信誉良好，并且在开展业务时，特别是在销售产品时，将继续遵守所有适用的法律和法规。

- c. Both Supplier and Distributor have all rights, power, and authority to enter into this Agreement.

供应商和经销商均拥有签订本协议的所有权利、权力和授权。

- d. Neither Party is subject to any pending or threatened litigation or governmental action that could interfere with its performance of this Agreement.

任何一方均不受可能干扰本协议的诉讼或政府行动的约束。

- e. This Agreement is the binding legal obligation of each Party and is enforceable in accordance with its terms.

本协议是各方具有约束力的法律义务，可根据协议条款强制执行。

## 5. Approvals 经营许可

Distributor shall obtain, at its own expense, such approvals, consents, certifications, permits and other authorizations, including all approvals as are required to qualify the Supplier Products for sale and use in the Territory for all purposes, both governmental and non-governmental (collectively, the "Approvals"). Supplier shall not be obligated to deliver any Supplier Products unless and until Distributor provides Supplier with satisfactory evidence that such Approvals have been obtained.

经销商应自费取得相关的批准、同意、证书、许可以及其他授权，包括在经销区域销售和以任何目的使用供应商产品所要求获得的政府和非政府许可（统称为“许可”）。供应商没有义务在经销商提供令人满意的证据，表示已获得上述许可前交付任何供应商的产品。

## 6. Exclusivity 独家经营

Supplier's appointment of Distributor in Section 1 of this Agreement is an exclusive appointment to

distribute the Products in the Territory. Supplier shall not independently advertise, solicit and make sales of Supplier Products, support Supplier Products, or appoint additional distributors for Supplier Products in the Territory. This Paragraph only applies to the “Top Air” range hood in Paragraph 2. Supplier shall have rights to freely and independently advertise, solicit, and make sales of Other Appliances defined in Paragraph 2.

供应商在本协议第一章中指定经销商在该经销区域中独家销售产品。供应商不得在该区域内私自推广、招揽和销售供应商的产品，为供应商的产品提供售后服务，或者指定其他经销商在该经销区域内销售供应商的产品。本独家经营条款只适用于本协议第二章中定义的“Top Air”抽油烟机。供应商有权在该区域内不受限制地推广、招揽和销售供应商在第二章中定义的其他电器产品。

#### **7. Sales Targets 销售目标**

If the Distributor’s retail store for Supplier’s Products has made a profit for 6 consecutive months or the retail store has been opened for more than 18 months, Distributor shall open additional new retail stores in the Territory until the total number of Distributor’s retail stores in the Territory reaches   1  . If Distributor does not meet this target, Supplier may terminate this Agreement effective immediately upon notice to Distributor.

如果经销商销售供应商产品的零售店连续 6 个月盈利或者该零售店已经开业超过 18 个月，则经销商应当在该经销地区额外开设新的零售店，直到经销商在该地区的零售店总数达到   1   间零售店。如果经销商不能达到该销售目标，供应商有权在通知经销商后立刻终止本协议。

#### **8. Sales Outside of the Territory 在经销区域外销售**

Distributor shall only promote and solicit the sale of Supplier Products in the Territory. Notwithstanding the foregoing sentence, Distributor shall not actively advertise or actively solicit orders for Supplier Products outside of the Territory, including online promotion and advertisement. In the event Distributor receives an order from outside its Territory, Distributor shall work with Supplier to fulfill the order in a manner financially beneficial to Supplier.

经销商应仅在经销区域内推广和拉动供应商产品的销售。在上述规定下，经销商不得在该经销领域外宣传或者接收供应商产品的订单，包括线上的推广和广告。如果经销商收到经销领域外的订单，则经销商应与供应商合作，以供应商盈利的方式完成订单。

#### **9. Payment and Delivery 付款与交货**

The purchase price shall be quoted and payable in U.S. dollars to Supplier at the address specified on the invoice. Unless otherwise agreed by the parties in writing, payment shall be made by Distributor before shipment from the Supplier’s warehouse. The Supplier Products shall be delivered to Supplier’s

designated facilities. Risk of loss for the Supplier Products shall pass upon delivery to Supplier's facilities. If Supplier pays any shipping, insurance or handling costs, such costs will be billed to Distributor and will be reimbursed to Supplier by Distributor.

采购价格应以美元进行报价，并以美元支付到发票上指定的供应商地址。除非双方另有书面协议，否则经销商应在供应商仓库发货之前付款。供应商的产品应当交付到供应商指定的场所。一旦供应商产品交付到供应商的指定场所，供应商产品的损失风险应一并转移给经销商承担。如果供应商支付了任何运输、保险或者处理费用，上述费用将会向经销商收取，经销商应向供应商偿还上述费用。

#### **10. Return of Products 退货**

Within thirty (30) days of receiving the Products, either picked up by the Distributor or delivered by Supplier, at Distributor's expense, to Supplier's designated location, Distributor may, with or without cause, return any of Products with function failures, at Distributor's expense, to Supplier's designated location. The returned Products shall remain in the same condition as received by Distributor when it was picked up or delivered. Otherwise, Supplier is entitled to reject Distributor's return of Products. Distributor shall be responsible for timely inspecting, examining, and testing of the received Products. Distributor is not entitled to return any Products after the 30-day period specified above.

自经销商收到自取或供应商派送产品的 30 天内，经销商可以无条件自费将有功能性问题的产品退回供应商指定的地点。产品退回时需要与经销商收货时的状态一致，否则供应商有权拒绝经销商的退货。从供应商取得产品后，经销商应及时检测收到的产品。在上述规定的 30 天后，经销商无权退回供应商的产品。

#### **11. Promotion and Advertisement 促销与推广**

Supplier shall not post any descriptive literature, advertising materials, and sales promotional materials concerning the Supplier Products without the prior written consent of Supplier. Supplier shall retain ownership of all proprietary rights, including, intellectual property rights to the materials. Distributor will be solely responsible for the accuracy of the materials. Distributor shall at its own cost and expense promptly revise the materials upon notice from Supplier.

未经供应商事先书面同意，经销商不得发布任何与供应商产品相关的描述性文字、推广材料以及促销材料。供应商享有上述材料的一切所有权，包括材料的知识产权。经销商将全权负责材料的准确性。经销商应自费在收到供应商的通知后及时修改材料。

#### **12. Trademarks 商标**

Distributor shall not dispute or contest for any reason whatsoever, directly or indirectly, during the term of this Agreement and thereafter, the validity, ownership or enforceability of any of the trademarks of Supplier or licensed to Supplier (the "Mark"), nor directly or indirectly attempt to acquire or damage the value of

the goodwill associated with any of the Mark, nor counsel, procure or assist any third Party to do any of the foregoing. Distributor shall not institute any proceedings with respect to the Mark either in Distributor's own name or on behalf of Supplier. Distributor shall execute any documents or do any acts that may be required to accomplish the intent of this Section.

在本协议期限内，经销商不得以任何理由直接或间接对供应商的任何商标或供应商授权使用的商标（“商标”）的有效性、所有权或可执行性提出质疑；也不可以试图损害与商标相关的商誉及价值，也不得建议、促使或协助任何第三方进行上述任何行为。经销商不得以自己的名义或代表供应商就商标提起任何诉讼。经销商应签署任何为执行所有本条款的法律文件。

### 13. Confidential Information and Non-Compete 机密信息以及不竞争条款

Supplier may provide Distributor with certain confidential or proprietary information (“Confidential Information”). Confidential Information includes information, whether written, electronic or oral, which Distributor knows or reasonably should know is proprietary, confidential or a trade secret of Supplier, including any and all technical or business information, servicing information, customer lists, pricing information, marketing information, policies, procedures and manuals regarding Supplier's distributors or distribution channels, research and development and other proprietary matter relating to the Supplier Products or business of Supplier. Distributor will refrain from using the Confidential Information except to the extent necessary to exercise its rights or perform its obligations under this Agreement. Distributor will likewise restrict its disclosure of the Confidential Information to those who have a need to know such Confidential Information in order for Distributor to perform its obligations and enjoy its rights under this Agreement. Such persons will be informed of and will agree to the provisions of this Section and Distributor will remain responsible for any unauthorized use or disclosure of the Confidential Information by any of them. Upon termination of this Agreement (or earlier, upon request by Supplier), Distributor shall cease to use all Confidential Information and promptly return to Supplier (or destroy, upon request by Supplier) any documents (whether written or electronic) in its possession or under its control that constitutes Confidential Information.

供应商可能向经销商提供某些机密或专有信息（“机密信息”）。机密信息包括经销商知道或理论上应该知道的专有、机密信息或供应商的商业机密，包括任何或所有技术性或商业信息、服务信息、客户清单、定价信息、市场营销信息、政策、流程、有关供应商的经销商或分销渠道的手册、以及有关供应商产品和供应商生意的发展信息，上述信息包括书面、电子或口头信息。除行使其权利或履行其在本协议所规定的义务所必需的范围外，经销商将避免使用上述机密信息。同样，经销商应将机密信息的披露仅限于需要了解此类机密信息的人员，以便经销商履行其在本协议中规定的义务以及享受其权利。上述人员应当被告知并同意本章节的规定，经销商应对上述人员未经授权使用或披露任何机密信息负责。在本协议终止时（或应供应商要求提前终止时），经销商应终止对所有机密信息的使用，并及时归还（或应供应商要求销毁）其持有的所有文件（包括书面和电子版）。

For and in consideration of compliance by the Supplier of the mutual covenants and premises contained in this Agreement, for a period of two (2) years after the date of Termination under this Agreement, Distributor



agrees that it shall not directly or indirectly offer to sell, sell, distribute or otherwise transfer through Distributor or an Affiliate any product which includes the same or similar functionality as any of the Products, except with Supplier's prior written consent.

以供应商遵守在本协议内所载的共同契约和前提为要约，在本协议终止后的两年内，除非有供应商事先书面同意，经销商不得在经销区域内直接或间接提议出售、销售、分销或者任何通过经销商或通过与相关联公司转让任何与供应商供货的产品相同或具有类似功能的产品。

#### **14. Product Warranty Disclaimer 产品保修免责声明**

EXCEPT AS PROVIDED IN THIS SECTION, SUPPLIER MAKES NO OTHER WARRANTY, PROMISE OR OBLIGATION WITH RESPECT TO THE SUPPLIER PRODUCTS, THEIR USE, REPAIR OR PERFORMANCE. SUPPLIER DISCLAIMS ANY WARRANTY, PROMISE OR OBLIGATION THAT THE SUPPLIER PRODUCTS SHALL BE FIT FOR ANY PARTICULAR USE OR PURPOSE, REGARDLESS OF WHETHER SUCH USE OR PURPOSE IS MADE KNOWN TO SUPPLIER OR NOT. SUPPLIER DISCLAIMS ANY WARRANTY, PROMISE OR OBLIGATION THAT THE SUPPLIER PRODUCTS CONFORM TO ANY SAMPLES OR MODELS. SUPPLIER HEREBY DISCLAIMS ALL OTHER WARRANTIES, PROMISES AND OBLIGATIONS, EXPRESS, IMPLIED OR STATUTORY, INCLUDING ANY WARRANTIES, PROMISES AND OBLIGATIONS ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE.

除本章节的规定外，供应商不对供应商产品的使用、维修及性能做出任何保证、承诺或义务。供应商不保证供应商产品应适合某种特定用途或目的，并对此不存在任何保证、承诺、或承担义务，不论该用途或目的是否已被告知供应商。供应商不保证其供应商产品符合任何样品或型号，并对此不存在任何保证、承诺、或承担义务。供应商在此声明不承担所有其他的明示、暗示、或法定的担保、承诺和义务，包括在交易过程中或产品使用过程中产生的任何保证、承诺和义务。

#### **15. Term and Termination 期限与终止**

The term of this Agreement shall commence as of the Effective Date and either party may terminate this Agreement as follows: (a) Immediately upon Supplier's 15 days prior notice if Distributor is found to mispresent the Other Appliances' condition to the customers, modify Products without Supplier's permission, violate any Federal, State, and local laws and regulations, including but not limited to the tax laws, or operate business without integrity and/or deceive its customers; (b) Immediately, by one party's notice for any breach or default of this Agreement by the other party which has not been cured within 30 days after the delivery of notice thereof to the party alleged to be in breach, specifying with particularity the condition, act, omission or course of conduct asserted to constitute such breach or default; (c) Immediately, upon the dissolution, insolvency or any adjudication in bankruptcy of, or any assignment for the benefit of creditors by, the other party or if the other party ceases to conduct business in the ordinary or normal course; (d) Immediately, if required by law or by any rule, regulation, order, decree, judgment or other governmental act of any governmental authority; or (e) Immediately by Supplier if Supplier reasonably suspects that Distributor breached any of its obligations of confidentiality or

protection of Supplier's proprietary rights. (f) Immediately by Supplier if Distributor fails to open its retail store for business 180 days after this Agreement is executed or fails to use its best commercial effort to promote Products; (g) Immediately by Supplier if Distributor failed to follow Supplier's instruction and use the sales system or the software designated by Supplier; (h) Immediately by Supplier if Distributor is selling products from vendors other than Supplier; (j) Immediately, if Supplier's Product supply is interrupted; or (k) Distributor fails to execute any amendment or addendum to this Agreement; (i) Immediately, if Distributor misrepresents its store's income and loss, revenue, or performance.

本协议的期限始于生效日，任意一方可按以下方式终止本协议：（a）如果经销商被发现误导客户其他电器的状况，未经供应商同意改装产品，违反联邦，所在州和当地的法律（包括税法），经营无诚信并欺诈客户，供应商可以提前 15 天发出通知要求立刻终止协议；（b）如一方违约或不能履行协议，并在收到另一方列举其违约或不能履行合约的条件、行为、不作为、或者过程通知书的 30 天内未能做出整改，另一方可立即终止协议；（c）如一方解散、无力偿债或被裁定破产，或按债权人要求转让财产或停止正常的经营业务，另一方可立刻要求终止协议；（d）如法律要求，或依照任何条例、法规、法令或其他政府机构发出的指令要求终止，则任何一方可立刻终止协议；（e）如供应商有合理的理由怀疑经销商违反了任何其保密义务或对供应商所有权的保护，则供应商可提出立刻终止协议；（f）如果经销商在本合同签署后的 180 内没有开业或者经销商没有尽力推销产品，则供应商可提出立刻终止协议；（g）如果经销商不按照供应商的要求使用供应商指定的系统/软件；（h）如果经销商销售了非供应商处购买的产品；（j）如果供应商的货源被中断；（k）如果经销商不签署本协议的任何新增修正和附属文件。（i）如果经销商对其零售店的收益和经营状况提供了虚假陈述。

#### **16. Effect of Termination 合同终止的影响**

Upon notice of termination of this Agreement for any reason, the following provisions shall apply: (a) Supplier shall have the right to immediately appoint another distributor to serve existing customers and continue sales efforts in the Territory; (b) Supplier may continue to fill any orders from Distributor that have been accepted by Supplier prior to the termination of this Agreement under the terms and conditions of this Agreement; (c) All outstanding balances owed by Distributor to Supplier shall become immediately due and payable to Supplier; (d) Both parties shall at all times thereafter refrain from any conduct that would be inconsistent with or likely to cause confusion with respect to the nature of their business relationship; (e) All rights granted to Distributor under this Agreement shall cease, and where appropriate, revert to Supplier; and (f) Supplier, in its sole discretion, shall have the right, but shall in no way be obligated (unless otherwise required by law), to inspect and repurchase all or any quantity of the Supplier Products then owned or ordered by Distributor at the lesser of (i) the original price paid by Distributor for such Supplier Products, or (ii) at the then-current price to Distributor, and under both (i) or (ii), less any applicable costs and expenses. Supplier shall have the right to assign such option to repurchase to any other person whom it may designate. No consideration or indemnity shall be payable to Distributor either for loss of profit, goodwill, customers or other like or unlike items, nor for advertising costs, costs of samples or supplies, costs to startup, open or operate the retail stores, termination of employees, employees' salaries and other like or unlike items. In no event shall Distributor continue to represent itself as a Supplier distributor or representative after termination of this Agreement.

Supplier shall have no liability to Distributor by reason of any termination by Supplier. Distributor shall indemnify and hold harmless Supplier from and against any and all liability, loss, damages and costs (including reasonable attorneys' fees) arising out of any claim by Distributor or any third party standing in the right of Distributor to any right of entitlement contrary to the express terms of this Section.

任意一方因任何原因收到终止本协议的通知后，应遵守以下规定：（a）供应商有权立即指定其他经销商服务现有客户，并继续在该经销领域内开展销售工作；（b）根据本协议的条款及条件，供应商可以继续履行本协议终止前接受的来自经销商的订单；（c）所有经销商应付给供应商的未偿余额将立即到期并支付给供应商；（d）协议终止后，双方应始终避免任何与其业务关系性质不一致或可能造成误会的行为；（e）在本协议中授予经销商的所有权利应停止，并在适当情况下归还给供应商；（f）供应商有权酌情决定（除法律另有要求外）检查并回购所有或部分经销商当时持有或订购的供应商产品，回购价格参考：（i）经销商此前购买上述供应商产品的原始价格；或（ii）以当下市场价格支付；以这两者较低者为准，并减去任何适用的费用和成本。供应商有权将此回购权转让给任何其指定的其他人。对于经销商损失的利润、商誉、客户或其他类似及不类似的费用，或者广告费、样品费、开店或者经营零售店的费用、员工解雇、员工工资及其他类似及不类似的损失，供应商均不向经销商支付报酬或赔偿。在协议终止后，经销商在任何情况下不得继续自称其为供应商的经销商或者代表。

供应商不对由于其终止合同而对经销商产生的任何后果承担责任。经销商应赔偿供应商因经销商或任何代表经销商的第三方提出与本章节中提出的任何权利与明示条款不符的索赔而引起的任何责任、损失、损害和费用（包括合理的律师费用）。

#### **17. Indemnification 赔偿**

Distributor agrees to indemnify and hold Supplier harmless from any and all actions, awards, claims, losses, damages, costs and expenses (including reasonable attorneys' fees) attributable to Distributor's breach of this Agreement or to any negligent, grossly negligent, willful or unlawful acts or omissions of Distributor, its employees, officers, agents, subcontractors, dealers or representatives.

经销商同意赔偿并保证供应商免受以下损失：因经销商及其雇员、管理人员、代理商、分包商、分销商以及代理所做出的违反本协议或任何过失、严重过失、故意或非法行为、及疏漏所引起的任何和所有行为、裁决、索赔、损失、损害、成本和费用（包括合理的律师费用）。

#### **18. Relationship of the Parties 双方关系**

Distributor is an independent contractor and not an employee, agent, affiliate, partner or joint venture with or of Supplier. Neither Distributor nor Supplier shall have any right to enter into any contracts or commitments in the name of, or on behalf of the other or to bind the other in any respect whatsoever, except insofar as is allowed by this Agreement.

经销商是独立的承包商，并非供应商的雇员、代理、连属公司、合作伙伴或合作企业。除非本协议允许的情况下，经销商或供应商均无权代表或以对方的名义签订任何合同或做出承诺，或在任何方面约束对方。

#### **19. Force Majeure 不可抗力**

Neither party shall be liable in the event that its performance of this Agreement is prevented, or rendered so difficult or expensive as to be commercially impracticable, by reason of an Act of God, labor dispute, unavailability of transportation, goods or services, governmental restrictions or actions, war (declared or undeclared) or other hostilities, or by any other event, condition or cause which is not foreseeable on the Effective Date and is beyond the reasonable control of the party. In the event of non-performance or delay in performance attributable to any such causes, the period allowed for performance of the applicable obligation under this Agreement will be extended for a period equal to the period of the delay. In the event that the performance of a party is delayed for more than 6 months, the other party shall have the right, which shall be exercisable for so long as the cause of such delay shall continue to exist, to terminate this Agreement without liability for such termination.

如果在协议有效期内由于天灾、劳资纠纷、运输、商品或服务不可用、政府限制、战争（宣布的或未宣布的）或其他敌对行动或不可预见的事件、条件或原因而导致超出双方合理控制范围内无法履行本协议，或因商业上的不可行导致履行本协议变得艰难或昂贵，则双方均不需对该事件负责。如果由于发生上述事件导致协议未能履行或延迟履行，则本协议内规定的适用义务履行允许期限则根据延迟期限进行相应的延长。如果任意一方超过 6 个月未能履行协议，而且导致延迟的原因还在持续的情况下，另一方可以单方面终止合约，并不需承担任何责任。

#### **20. Limitation of Liability 责任范围**

SUPPLIER SHALL IN NO EVENT BE LIABLE FOR ANY INDIRECT, SPECIAL, EXEMPLARY, INCIDENTAL OR CONSEQUENTIAL LOSS OR DAMAGE OR FOR ANY LOST PROFITS, LOST SAVINGS OR LOSS OF REVENUES SUFFERED BY DISTRIBUTOR ARISING FROM OR IN ANY WAY CONNECTED WITH THIS AGREEMENT OR THE SALE, DISTRIBUTION OR USE OF SUPPLIER PRODUCTS. DISTRIBUTOR SHALL INDEMNIFY SUPPLIER AND HOLD IT HARMLESS FROM ANY CLAIMS, DEMANDS, LIABILITIES, SUIT OR EXPENSES OF ANY KIND ARISING OUT OF THE SALE, SUBLICENSE OR USE OF SUPPLIER PRODUCTS IN THE TERRITORY OR BY DISTRIBUTOR'S CUSTOMERS. THIS SECTION SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

供应商对任何经销商因本协议或销售、分销或适用经销商产品而造成的非直接、特殊、示范性的、偶发性的或偶发性的损失或损坏，或任何利润损失、储蓄损失、或收入损失概不负责。经销商应赔偿供应商并使其免受由在该经销区域内销售、再授权或使用供应商产品或经销商的客户引起的任何索赔、要求、责任、诉讼或费用的损害。本章节在协议因任何原因终止后将继续有效。

## 21. Governing Law 适用法律

This Agreement shall be governed in all respect by the laws of the State of California, USA, which shall be applied without reference to any conflict-of-laws rule under which different law might otherwise be applicable. Venue for any lawsuits brought by the parties to this Agreement against each other regarding or because of this Agreement shall be proper only in Los Angeles, California State Court or the United States District Court for the Central District of California. Distributor hereby submits itself to the exclusive jurisdiction of said courts and consents to service of process by confirmed facsimile transmission or commercial courier (with written verification of receipt returned to the sender).

本协议应在所有方面受美国加利福尼亚州的法律管辖，该法律适用于在该州订立和履行的合同，不考虑其法律冲突原则。在此提起的任何诉讼均应在位于加利福尼亚州洛杉矶的州法院或联邦法院提起。经销商特此服从上述法院的专属管辖权，并同意通过经确认的传真或商业快递送达流程（并向发送人返还书面收据确认）。

## 22. Assignment and Delegation 转让和委托

Distributor shall have no right to assign any of its rights or delegate its obligations under this Agreement without the prior written consent of Supplier. Any assignment or delegation attempted without such written consent shall be void and of no legal effect whatsoever. This Agreement shall be binding upon the parties' respective successors and permitted assigns.

未经供应商事先书面同意，经销商无权转让其在本协议规定下的任何权利或委托其义务。任何未经上述书面同意的转让或委托均为无效，且不具备任何法律效力。本协议对双方各自的继承人和允许的受让人具有约束力。

## 23. Severability 可分性

In the event that any provision of this Agreement shall be unenforceable or invalid under any applicable law or be so held by applicable court or arbitration decision, such unenforceability or invalidity shall not render this Agreement unenforceable or invalid as a whole, and, in such event, such provisions shall be changed and interpreted so as to best accomplish the objectives of such unenforceable or invalid provision within the limits of applicable law or applicable court or arbitration decision.

如果本协议的任何条款在任何法律下不可执行或无效，或被使用法院或仲裁裁决无效，则这种不可执行性或无效性不会使整个协议不可执行或无效，在此情况下，应当在适用法律或适用法院及仲裁裁决的范围内变更和解释该条款，以解决该条款不可执行或无效的问题。

## 24. Construction 条款的解释

The headings or titles preceding the text of the Sections and Subsections are inserted solely for



convenience of reference, and shall not constitute a part of this Agreement, nor shall they affect the meaning, construction or effect of this Agreement. Both parties have participated in the negotiation and drafting of this Agreement. This Agreement is executed in the English language and may be translated into another language for informational purposes only. In the event an ambiguity or question of intent or interpretation arises, the English version of this Agreement shall prevail and this Agreement shall be construed as if drafted by both of the parties and no presumption or burden of proof shall arise favoring or disfavoring either party by virtue of the authorship of any of the provisions of this Agreement.

本协议中章节和副章节之前插入的大标题和小标题仅为参考所用，并不构成本协议的一部分，也不影响协议的含义、架构或效力。双方都参与了本协议的谈判和起草。本协议以英文执行，但可能会被翻译成不同语言，该翻译语言仅作为参考所用。如果出现关于意图或解释方面的歧义，则以本协议中的英文版本为准，并且本协议应视为双方共同起草，不得以一方为本协议的作者为由，推定该方对本协议负有举证责任或对该方不利。

## **25. Notice 通知**

Any notice, consent or other communication required or permitted under this Agreement shall be written in English and shall be deemed given when (a) delivered personally; (b) sent by confirmed facsimile transmission; or (c) sent by commercial courier with written verification of receipt returned to the sender. Notice, consent or other communications (but not service of process) may also be given by e-mail. Rejection or other refusal to accept or the inability to deliver because of changed address or facsimile number of which no notice was given shall be deemed to constitute receipt of the notice, consent or communication sent. Names, addresses and facsimile numbers for notices (unless and until written notice of other names, addresses and facsimile numbers are provided by either or both parties) are provided at the signature page.

本协议要求或允许的任何通知、同意或其他沟通均应以英文书写，并应在以下情况下视为送达：

（a）亲自送达；（b）由经确认的传真送达；或（c）由商业快递送达并已将书面收据返还给发件人。通知、同意或其他沟通（但不包括服务流程）也可经由电子邮件送达。因未经提前通知而变更地址或传真号码而导致的拒收或无法送达将被视为通知已送达。签字页提供了可收到通知的姓名、地址和传真号码（除非任一方或双方书面提供其他可收取通知的姓名、地址和传真号码）。

## **26. Entire Agreement; Modifications; No Waiver; Counterparts and Survival 完整协议；修改；权利放弃；副本与遗留**

This Agreement and any Exhibit attached hereto (which is specifically incorporated herein by this reference) contain the full and entire agreement between the parties with respect to the subject matter hereof. It supersedes all prior negotiations, representations and proposals, written or otherwise, relating to its subject matter. Any modifications, revisions or amendments to this Agreement must be set forth in a writing signed by authorized representatives of both parties. Distributor acknowledges and agrees that

any failure on the part of Supplier to enforce at any time or for any period of time, any of the provisions of this Agreement shall not be deemed or construed to be a waiver of such provisions or of the right of Supplier thereafter to enforce each and every provision. This Agreement may be made in several counterparts, each of which shall be deemed an original. The provisions of this Agreement that, by express terms of this Agreement, will not be fully performed during the term of this Agreement, shall survive the termination of this Agreement to the extent applicable.

本协议及其随附的任何附件（在此协议中引用到的）构成了双方有关此主题的完整全部协议。本协议取代了所有此前与此主题相关的书面或其他谈判、陈述和提议。任何针对本协议的修改、修订或修正必须由双方代表以签署书面文件的形式提出。经销商承认并同意，供应商在任何时间或任何一段时间内未能执行本协议中的某些规定，不代表供应商放弃了这些规定或放弃了未来执行任意一项规定的权利。本协议可建立多份副本，每一份都应被视为原始协议。本协议内明确规定的不能在协议有效期内充分履行的条款，在本协议终止后将仍在适用范围内有效。

## **27. Prevailing Language适用语言**

This Agreement is made in English with Chinese translation. In the event of a dispute as to the terms of this Agreement the English version shall prevail.

本协议由英语撰写并附有中文翻译。如有歧义，本协议以英语为准。

## **28. SIGNATURE PAGE TO FOLLOW**

This Agreement is entered into as of the day and year first written above.

以下为签字页，本协议于上述写明的日期和年份签订。



**IN WITNESS WHEREOF** the parties have caused this Exclusive Distribution Agreement to be executed and delivered by their duly authorized representatives.

兹证明，双方同意由其授权代表签署并交付此独家经销协议。

Supplier Company:

供应商:

By:

签署人姓名:

Title:

职位:

Signature:

签字:

Address:

地址:

Fax:

传真:

Email:

电子邮箱:

Distributor Company:

经销商:

By:

签署人姓名:

Title:

职位:

Signature:

签字:

Address:

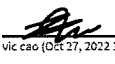
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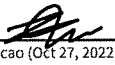
Fax:

传真:

Email:

电子邮箱:

  
vic cao (Oct 27, 2022 17:03 EDT)

  
vic cao (Oct 27, 2022 17:03 EDT)


# Exclusive Distribution Agreement - FL 3-Palm Beach County


Final Audit Report


2022-10-27


Created:	2022-10-27
By:	celine meng (celinezhang1102@gmail.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAY-ZQcy5ELFcpe8vAxdz47r442DMJi5d6


## "Exclusive Distribution Agreement - FL 3-Palm Beach County" History

 Document created by celine meng (celinezhang1102@gmail.com)  
2022-10-27 - 6:32:18 PM GMT- IP address: 104.136.156.213

 Document emailed to vic cao (viccaous@gmail.com) for signature  
2022-10-27 - 6:35:52 PM GMT

 Email viewed by vic cao (viccaous@gmail.com)  
2022-10-27 - 6:36:06 PM GMT- IP address: 66.249.80.121

 Document e-signed by vic cao (viccaous@gmail.com)  
Signature Date: 2022-10-27 - 9:03:24 PM GMT - Time Source: server- IP address: 108.200.234.132

 Agreement completed.  
2022-10-27 - 9:03:24 PM GMT



# EXHIBIT 6



**xiangzhen Meng** <jianjianmeng@qqappliances4less.com>  
to me ▾

Sun, Nov 6, 2022, 2:52 PM ☆ ☺ ↶

 Chinese → English  Show original

Automatically translate Chinese X

Mr. Cao

Hello, after my check, yes you have already paid \$7,000. I am the only one here, so luckily you have a record. I hope you don't get angry. We have also hired an assistant to help me with these things. We apologize for the inconvenience caused to you.

So I corrected my balance.

At present, your **franchise fee** is 11191. The payment is 24332.90 for 37483 cars. Your last outstanding amount is 10068.81.

That means your current payable amount is 38592.71

Please verify if you have any questions, please contact me. Thank you

Your October accessories payment is 3377.59 + 6691.22

Your spare parts ticket for 10/04, 1728.75

Your 10/18 parts ticket, 626.09 + 1022.75

**Celine Meng**

**Meng Jianjian**

**Florida Warehouse**

**407-413-1781 | 415-400-6868**

**[jianjianmeng@qqappliances4less.com](mailto:jianjianmeng@qqappliances4less.com)**



xiangzhen meng <jianjianmeng@qgappliances4less.com>  
to me ▾

Sun, Nov 6, 2022, 2:52 PM



Translate to English



曹总

您好，经过我的检查 是的 您已经是付款7000刀，我这边也是就我一个人，所以幸好您有记录 希望您不要生气，我们也已经招到了一个我的助理小姐姐来帮我一起做这些事情，给您带来的不便 我们道歉。

所以我修正了 我的余款。

目前您的加盟费需要支付为11191 货款为37483车 24332.90 您上次欠款为 10068.81  
那也就是 您目前的 应付款为38592.71

请核实有问题联系我 谢谢

您的10月份配件应付款是3377.59+6691.22的货款

您的10/04的配件票，1728.75

您的10/18的配件票，626.09 +1022.75

Celine Meng

孟坚坚

Florida Warehouse

407-413-1781 | 415-400-6868

[jianjianmeng@qgappliances4less.com](mailto:jianjianmeng@qgappliances4less.com)

3201 W Colonial Dr, Suit A Orlando, FL 32808



Qgappliances4less.com | Your Destination for discount appliances

EXHIBIT 7



**JHLEGALHELPER**  
Attorney at Law

Office: 626-696-3676  
Wechat: JHLegal  
E-mail: [info@jhlegalhelper.com](mailto:info@jhlegalhelper.com)  
Address: 1201 W Huntington Drive,  
Suite 208, Arcadia, CA 91007

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May 30, 2025

Wei Cao  
Appliances 4 Less Miami Inc.  
443 S State Rd 7, Plantation, FL 33317  
3151 SW 160th Ave, Miramar, FL 33027

**VIA CERTIFIED MAIL WITH CONFIRMATION AND EMAIL TO**  
[viccaous@gmail.com](mailto:viccaous@gmail.com)

**Re: Termination of Exclusive Distribution Agreement and Trademark License – FL02 and FL16**  
**Our clients: FL Happy Appliances Inc and QG A4L Inc**

Dear Mr. Cao:

This office represents FL Happy Appliances (“Supplier”) and QG A4L INC (“Licensor”) in all matters concerning your current distribution and trademark license agreements.

**FORMAL NOTICE OF TERMINATION**

You are hereby notified that, effective immediately, the following agreements are formally terminated due to your multiple material breaches:

The Exclusive Distribution Agreement dated October 28, 2022, between FL Happy Appliances and Appliances 4 Less Miami Inc. ;

The Trademark License Agreement dated October 28, 2022, between QG A4L INC and Appliances 4 Less Miami Inc.

Pursuant to Section 15 of the Distribution Agreement and Section 5 of the Trademark License Agreement, our clients are entitled to terminate both agreements immediately in the event of violations, including but not limited to unauthorized transfers, misrepresentation, and improper trademark use.



### **GROUND FOR TERMINATION**

This termination is based on the following:

- **Non-Performance and Misuse of Distributor Access:** Although you remained listed as a master distributor for the FL02 and FL16 regions, you have not ordered any products since early 2025. Nonetheless, you continued to access and benefit from distributor-level information, including sensitive internal data about A4L's operations, inventory, and marketing plans.
- **Creation and Concealment of a Competing Entity:** In 2023, using the FL02 store address, you registered a competing entity, Applx LLC, with yourself as CEO. In August 2024, Applx LLC updated its registered address to a warehouse located in the FL04 territory and publicly advertised appliance sales positions. While Applx LLC and EZBuy Appliances are directly linked to you, you have persistently denied any affiliation. This concealment appears designed to avoid enforcement of contractual non-compete provisions and obstruct accountability.
- **Ongoing Contract Violations and Disruption:** You have repeatedly violated the Agreements by sourcing appliances from unauthorized suppliers, selling appliance parts to other distributors, improperly using the ERP system in ways that implicate tax reporting, and spreading misinformation within the distributor network about external pricing advantages. These actions demonstrate a deliberate attempt to erode A4L's operational integrity and induce collective noncompliance among other distributors.

### **FINAL DEMANDS**

As a result of this termination:

- (1) You are no longer authorized to act as a distributor or reseller of our clients' products.
- (2) You must immediately cease all use of the "Appliances 4 Less" or "A4L" names, marks, signage, domain names, digital accounts, and promotional materials.
- (3) All storefront signage, web presence, and digital branding bearing our clients' trademarks must be removed or deleted without delay.
- (4) All online business accounts, including but not limited to Google Business, Yelp, or social media accounts associated with FL02 and FL16, must be transferred to our clients or otherwise relinquished.

Written confirmation of compliance with the above is required within **five (5) business days** of the date of this letter.

### **RESERVATION OF RIGHTS**

This letter does not waive any legal claims or remedies available to our clients. All rights are expressly reserved, including the right to seek monetary damages and injunctive relief. Our clients intend to pursue legal action if unauthorized use or interference persists.

Please direct any questions to the undersigned.

Best regards,

A handwritten signature in black ink, appearing to be 'JH' with a stylized flourish.

Jenny Huang  
Attorney at Law  
cc: Client